

VILLAGE OF BROCKPORT

"To provide a high quality of life for all residents, exercising fiscal responsibility and preserving Brockport's unique heritage and historic character."

VILLAGE BOARD - MEETING AGENDA

Tuesday, July 15, 2013 7:00pm

Location: Village Hall conference room

- **CALL TO ORDER / PLEDGE:** please silence cell phones & electronic devices
- **MOMENT OF SILENCE:** to honor those who serve our Country, enforce our laws, & respond to emergencies
- **OATH OF OFFICE:**
 - Ceremonial swearing in of new Village Board members
- **PUBLIC HEARING:**
 - Proposed Local Law to consider adopting RPTL § 421-m tax exemption re Clinton St Master Plan parcels
- **PUBLIC COMMENT:** 5 minute limit per person / state name & address for record & speak directly to entire Board / share if this is a prepared statement & submit hard copy to Clerk after reading (& electronically next day)
- **GUESTS:**
 - SUNY BSG President Sean Ferguson – potential concert 8/30 9-11:30pm
- **CERTIFICATES & PROCLAMATIONS:**
 -
- **CONSENSUS ITEMS:**
 - Approval of minutes – 6/25, 7/9
 - Approval of bills to be paid
- **CLERK REPORT:**
 - Clerk – Leslie Ann Morelli
 - Sidewalk Café Permit – Red Bird Café – 25 Main Street
- **DEPARTMENT REPORTS:** (VB meeting the 3rd Monday of each month)
 - Treasurer – Daniel P. Hendricks
 - Brief budget orientation
 - Financial reports for period ending 6/30/13
 - Building / Zoning / Code Enforcement – Codes Officer Scott C. Zarnstorff (excused)
 -
 - Police – Police Chief Daniel P. Varrenti
 -
 - Public Works – Superintendent Harry G. Donahue
 -
- **PERSONNEL ITEMS:**
 - Authorize advertising - Deputy Clerk-Treasurer vacancy
 - Accept resignation - Part Time Police Officer D. Pietrantonio effective 7/1/13
 - Accept retirement - Police Sergeant A. Mesiti effective 8/21/13
 - Promotion - Police Officer P. Wheat to Sergeant effective 8/1/13
 - Search Committee update re DPW Laborer vacancy
 - Drops/adds: Explorers/SPARTAC/Welcome Ctr Greeters/Knapp Museum/Library of Local History Cmte
- **OLD BUSINESS:**
 -
- **NEW BUSINESS:**
 - Award bids – Auctions International bid results - surplus DPW equipment
 - Authorize Mayor to execute contract – CLG – State & National Register Nominations
 - Authorize Mayor to execute contract - Stacey Kirby's canal themed mural
 - Authorize Mayor to execute contract - Urban Forestry LLC for tree re-inventory (per grant)
 - Authorize grant application - NYS Office of Community Renewal's Main St program–Main St Revitalization
 - Authorize grant application – NYS DOT Transportation Enhancement Program - Canalfront Improvement
- **VILLAGE BOARD REPORTS:**
 - Mayor Margaret B. Blackman
 - Trustee/Deputy Mayor William G. Andrews
 - Trustee Valerie A. Ciciotti
 - Trustee Carol L. Hannan
 - Trustee John D. La Pierre

- **ANNUAL ORGANIZATIONAL PART OF MEETING - APPOINTMENTS & ADOPTIONS**

- Annual fence permits – GE – 98 Lyman Street & RG&E – Perry/Erie Streets
- Advance approval of certain claims
- Mileage allowance – per current IRS regulations
- Elected & Appointed Officials if member of NYS ERS must keep 3 mo log of work hours & submit to Clerk
- Adopt standard work time for various employee positions– for NYS Retirement System reporting purposes
- Adopt Village stop signs & traffic signals
- Accept resignation / or do not wish to be considered for renewal / or inactive
- Volunteer drops/adds
- Appointments & Reappointments:
 - Mayor's appointment of Trustee to be Deputy Mayor
 - Official newspaper – Suburban News
 - Official depositories – Chase
 - External Auditor – Raymond F. Wager, CPA, P.C.
 - Village Attorney – Harris, Chesworth, O'Brien, et al (previously renewed through 5/31/14)
 - Special Counsel – James D. Bell, Esq. re dog cases
 - Village Engineer – Chatfield Engineers, P.C.
 - Village Clerk – Leslie Ann Morelli – 2-year renew to 6/30/15
 - Village Treasurer – Daniel P. Hendricks – 2-year renew to 6/30/15
 - Deputy Village Clerk – Deborah C. Herzog – 2-year renew to 6/30/15
 - Environmental Attorney (if needed) – Underberg & Kessler
 - Village Historian / Museum Director – Jacqueline Morris – 1-year renew to 6/30/14
 - Volunteer Videographer – Pam Ketchum
 - Emergency Coordinator – re EOP – Larry Vaughan
 - Public Information Officer – re EOP – Kent Blair
 - Boards & Committees:
 - Planning Board – 5 year term to 6/30/18 – appoint Kevin McCarthy
 - ZBA – complete a term to 6/30/17 – appoint Doug Wolcott
 - ZBA – 5-year term to 6/30/18 – appoint Larry Vaughan
 - Historic Preservation Board – 3-year term to 6/30/16 – appoint Sri Ram Bakshi
 - Historic Preservation Board – 3-year term to 6/30/16 – reappoint Jackie Morris
 - Tree Board – 4-year term to 6/30/17 – appoint Chris Collier
 - Tree Board – 4-year term to 6/30/17 – appoint Sandy Cain
 - Tree Board – 4-year term to 6/30/17 – reappoint Hanny Heyen
 - Ethics Board - 4-year term to 6/30/17 – reappoint Kathy Kristansen
 - Parks Committee – complete a term to 6/30/16 – appoint Linda Ketchum
 - Parks Committee – 4-year term to 6/30/17 – appoint Lindsay Macmillan
 - Parks Committee – 4-year term to 6/30/17 – reappoint Hanny Heyen
 - Tree Board (DPW rep) – 4-year term to 6/30/17 – vacant–accepting applications
 - Tree Board – complete a term to 6/30/16 – vacant–accepting applications
 - Ethics Board – complete a term to 6/30/16 – vacant–accepting applications
 - Parks Committee – complete a term to 6/30/16 – vacant–accepting applications
 - Planning Board – complete a term to 6/30/17- vacant–accepting applications
 - Historic Preservation Board – complete a term to 6/30/15 – vacant–accepting applications
 - Historic Preservation Board – complete a term to 6/30/15 – vacant-accepting applications
- Adopt meeting schedule
- Appointment of Upstate New York Municipal Workers' Compensation Program (UNYMWCP) Reps
- Village Board Liaisons to departments / areas / boards / committees
- Review fee schedule & amend if necessary
- Review various policies & amend if necessary
 - Emergency Operating Plan
 - Purchasing/procurement Policy
 - Village Vehicle Use Policy
 - Village Media Response & Submission Policy
 - Village Board Meeting Procedures Policy
 - Village Identity Theft Prevention Program
 - Selection Process of Members to Boards & Committees
 - Financial Management/Investment Policy (Treasurer & Auditor reviewing for future update)

- **EXECUTIVE SESSION** (if needed)

- **ADJOURNMENT**

**VILLAGE OF BROCKPORT
NOTICE**

Please take notice the following change to the Brockport Village Board meeting schedule for July 2013:

- The 7pm Tuesday, July 9, 2013 Village Board meeting will be a work session to prepare for the organizational meeting.
- The 7pm Tuesday, July 23, 2013 Village Board meeting has been changed to 7pm Monday, July 15, 2013 and will include the ceremonial swearing in of new officers and the organizational meeting.

The August 2013 – July 2014 meeting schedule will be published once adopted.

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: June 26, 2013

- For publication in the next edition of Suburban News
- For posting at Village Hall & on the Village website www.brockportny.org

GUIDELINES FOR PUBLIC COMMENT:

The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

- Speakers must be visible.
- Speakers must give their name, address and organization, if any.
- Speakers must be recognized by the presiding officer.
- Speakers must limit their remarks to (5) five minutes on a given topic or extended if recognized by the presiding officer.
- Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
- All remarks shall be addressed to the Board as a body and not to any member thereof.
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.
- Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.

VILLAGE OF BROCKPORT
Notice of Public Hearing

Please take notice that the Board of Trustees of the Village of Brockport will hold a **public hearing beginning at 7:00 pm on Monday, July 15, 2013**, in the Brockport Village Hall Conference Room, 49 State Street, Brockport, New York 14420 to consider proposed Local Law of 2013 as follows:

- To consider adopting a real property tax exemption for certain new or substantially rehabilitated multiple dwellings as provided in Real Property Tax Law § 421-m. The benefit area would consist of those defined in the Clinton Street Master Plan adopted June 2010.

Text of the proposed local law will be posted to the Village website www.brockportny.org and may be examined at Village Hall during regular business hours. All interested parties will be given the opportunity to be heard.

By Order of the Brockport Village Board

Leslie Ann Morelli
Village Clerk
Village of Brockport

Dated: June 26, 2013

- For publication in the next edition of Suburban News
- For posting at Village Hall & on the Village website www.brockportny.org

PROPOSED - FOR 7/15/13 PUBLIC HEARING

A Local Law to Adopt a Real Property Tax Exemption for Certain New or Substantially Rehabilitated Multiple Dwellings as Provided in Real Property Tax Law §421-m

**VILLAGE OF BROCKPORT LOCAL LAW # ___-2013
Adopted _____, 2013**

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF BROCKPORT AS FOLLOWS:

Section 1. Legislative Intent

The intent of this legislation is to encourage revitalization of low-and-moderate-income multiple dwellings in order to improve the quality of such property and to preserve and expand the tax base of nearby property.

Section 2. Authority

This local law is adopted pursuant to Section 421-m of the Real Property Tax Law, which expressly authorizes a local government's governing body to provide a real property tax exemption for certain multiple dwellings that are constructed or substantially rehabilitated in benefit areas designated by the local government body.

Section 3. Definitions

For the purposes of this Article, all words will carry their customary meanings except as expressly defined herein.

BENEFIT AREA—The Benefit Area will consist of those tax lots lying along the South line of Clinton Street and those tax lots between the North line of Clinton Street and the South line of the Erie Canal, bounded on the East by the West line of Main Street and on the West by the West lines of the properties with the tax map numbers of 068.52-1-1.3 and 068.52-3-3.

MULTIPLE DWELLING—As used in this Article the term "Multiple dwelling" means a dwelling, other than a hotel, which is to be occupied or is occupied as the residence or home of three or more families living independently of one another, whether such dwelling is rented or owned as a cooperative or condominium.

Section 4. Application of statutory provisions; limitations thereon

A. The partial exemption from taxation and special ad valorem levies established under RPTL §421-m shall be granted and applied in the Benefit Area by the Village of Brockport in accordance with the provisions, conditions and limitations set forth thereunder, and also subject to the following conditions and limitations:

i. In the event that a property had been partially or totally exempt from taxation prior to the construction or reconstruction of the multiple dwelling, the exemption shall

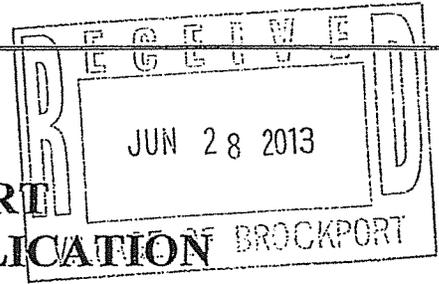
be calculated based on the taxation and ad valorem levies that would have been due in the absence of such pre-construction (or reconstruction) exemption.

Section 5. Severability

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered

Section 6. Effective Date

This local law shall take effect immediately upon the filing with the Secretary of State.



VILLAGE OF BROCKPORT SIDEWALK CAFÉ PERMIT APPLICATION

Date of Application: 6/28/2013

Fee submitted: ✓

Proof of Insurance submitted: ✓

Date scheduled on Village Board agenda: 7/15/13

Note: Applicant must attend the Village Board meeting.

BUSINESS: The Red Bird Cafe

PERSON / PERSONS IN CHARGE: J. Matula

ADDRESS: 25 Main St. Brockport, NY 14420

TELEPHONE: 585-737-4709 FAX: -

E-MAIL: jmatula@rochester.ny.com

DAYS OF WEEK SIDEWALK IS TO BE USED: Mon - Sunday

HOURS OF DAY SIDEWALK IS TO BE USED: M, T, W 10-5:30
Th, Fri 10-8, Sun 12-3

DESCRIBE EXACTLY WHAT WILL BE PLACED ON SIDEWALK:
(# of tables, # of chairs, umbrellas, trash receptacle, cigarette receptacle...)

2 tables w/ umbrella
1 trash recep.

APPLICANT AGREES TO ABIDE BY THE REGULATIONS SET FORTH IN VILLAGE OF BROCKPORT CODE REGARDING SIDEWALK CAFÉS (§58-11F).

J. Matula
SIGNATURE OF APPLICANT

Village of Brockport
2013-2014
Budget Orientation

July 15, 2013

Budget Includes the following funds:
General Fund
Water Fund
Sewer Fund

General Fund Revenues

2013 – 14 BUDGET
GENERAL FUND REVENUES

REVENUES	2013-14 BUDGET
TAX LEVY	\$2,414,833
OTHER TAX ITEMS	138,000
NON PROPERTY TAX	1,601,000
DEPT. INCOME	27,100
INTERGOVT. CHARGES	5,000
USE OF MONEY	3,000
LICENSES & PERMITS	20,000
FINES & FORFEITURES	50,000
SALES & COMP. FOR LOSSES	13,000
MISCELLANEOUS	8,000
STATE AID	217,975
FUND BALANCE	200,000
TOTAL	\$4,697,908

General Fund Expenditures

2013 – 14 BUDGET
GENERAL FUND

APPROPRIATIONS	2013-14 BUDGET
GEN. GOV'T. SUPPORT (Codes A1010-A1990)	\$739,573
PUBLIC SAFETY (Codes 3120 – 3620)	1,353,244
TRANSPORTATION (Codes 5110 – 5650)	947,734
ECONOMIC ASSISTANCE (6410 - 6520)	7,000
CULTURE & RECREATION (7140 – 7415)	205,952
HOME & COMM. SERV. (Codes 7510 – 8560)	39,240
EMPLOYEE BENEFITS (Codes 9010 -9070)	1,395,165
TRANSFER TO RESERVES (Codes 9800)	10,000
TOTAL	4,697,908

Water Fund Revenues

**2013-14 BUDGET
WATER FUND**

REVENUES	2013-14 BUDGET
METERED WATER SALES	\$582,000
METERED WATER SALES O/G	493,486
SERVICE CHARGES	2,000
INTEREST & PENALTIES	12,500
INTEREST INCOME	1,000
INTEREST INCOME - RESERVES	250
TOTAL	\$1,089,986

Water Fund Expenditures

**2012-13 BUDGET
WATER FUND**

APPROPRIATIONS	2013-14 BUDGET
ENGINEERING	\$5,000
INFORMATION TECH.	3,500
INSURANCE	20,760
CONTINGENCY	29,250
SUPER./ADMIN.	92,590
SOURCE OF SUPPLY	450,000
TRANSMISSION/DIST.	331,359
EMPLOYEE BENEFITS	95,575
DEBT SERVICE	61,952
TOTAL	\$1,089,986

Sewer Fund Revenues

**2013-14 BUDGET
SEWER FUND**

REVENUES	2013-14 BUDGET
SEWER FEES	\$139,300
INTEREST & PENALTIES	3,000
TOTAL	\$142,300

Sewer Fund Expenditures

**2013-14
BUDGET
SEWER FUND**

APPROPRIATIONS	2013-14 BUDGET
EQUIPMENT	550
CONTRACTUAL	40,121
VEHICLE PARTS	4,600
DEBT SERVICE	97,529
TOTAL	\$142,800

QUESTIONS

To: Mayor Blackman

From: Daniel P. Hendricks 

Date: July 10, 2013

Re: July 15, 2013 Village Board Meeting

Enclosed are the following reports:

Statement of Actual & Estimated Revenues through June 30, 2013 – General Fund, Water Fund and Sewer Fund.

Statement of Expenditures, Encumbrances & Appropriations through June 30, 2013 – General Fund, Water Fund and Sewer Fund.

There are no budget transfers or budget amendments.

I will do a brief budget orientation session at the meeting.

Please let me know if you have any questions.

Statement of Actual & Estimated Revenues

General Fund

Period Ending - June 30, 2013

Statement of Actual & Estimated Revenue

Village of Brockport
For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A0599.0000					
Appropriated Fund Balance	200,000.00			200,000.00	
A1001.0000					
Real Property Taxes	2,414,833.00			2,414,833.00	
A1081.0000					
In-Lieu-Of Taxes	130,000.00	168,741.28	168,741.28	38,741.28-	129.80
A1090.0000					
Int & Penalties on Taxes	8,000.00			8,000.00	
A1120.0000					
County Sales Tax	1,450,000.00			1,450,000.00	
A1130.0000					
Utility Gross Receipts Tax	70,000.00	755.08	755.08	69,244.92	1.08
A1170.0000					
Franchise Tax	81,000.00			81,000.00	
A1230.0000					
Clerk/Treasurer Fees	1,000.00	221.00	221.00	779.00	22.10
A1520.0000					
Police Fees	1,000.00	40.00	40.00	960.00	4.00
A1560.0000					
Safety Inspections	15,000.00	1,245.00	1,245.00	13,755.00	8.30
A1710.0000					
Public Works Services	3,000.00	166.67	166.67	2,833.33	5.56
A1789.0000					
Docking Fees	4,500.00	290.00	290.00	4,210.00	6.44
A2089.0000					
Farmers Market Fees	1,500.00	250.00	250.00	1,250.00	16.67
A2110.0000					
Zoning Fees	500.00	200.00-	200.00-	700.00	-40.00
A2115.0000					
Planning Fees	600.00	150.00	150.00	450.00	25.00
A2389.9001					
SCS Contribution- Crossing Guards	5,000.00			5,000.00	
A2401.0000					
Interest & Earnings	3,000.00			3,000.00	
A2545.0000					
Bus / Occupation License	15,000.00	100.00	100.00	14,900.00	0.67
A2590.0000					
Permits	5,000.00	1,000.00	1,000.00	4,000.00	20.00
A2610.0000					
Fines & Forfeitures	50,000.00	14,200.00	14,200.00	35,800.00	28.40
A2650.0000					
Scrap Sales	1,000.00	156.00	156.00	844.00	15.60
A2665.0000					
Sale of Equipment	3,500.00			3,500.00	
A2680.0000					
Insurance Recoveries	6,000.00			6,000.00	
A2690.0000					
Other Comp-Landfill Reimbursement	2,500.00			2,500.00	
A2701.0000					
Refund of P/Y Exp	7,500.00			7,500.00	
A2705.0000					
Gifts & Donations		83.00	83.00	83.00-	
A2770.0000					
Other Unclassified	500.00	3,843.00	3,843.00	3,343.00-	768.60
A3001.0000					
State Aid - AIM	110,000.00			110,000.00	
A3005.0000					
State Aid-Mortgage Tax	30,000.00	14,402.18	14,402.18	15,597.82	48.01
A3089.7000					
State Aid - Other	10,975.00			10,975.00	
A3089.7001					
State Aid. CHIPS	67,000.00			67,000.00	

Statement of Actual & Estimated Revenue

Village of Brockport
For Period Ending 06/30/2013
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
A9999.0000					
Acct for Exp.Transfers		1,876.05	1,876.05	1,876.05-	
Total for Fund: A (Fund - A)	4,697,908.00	207,319.26	207,319.26	4,490,588.74	4.41
Report Totals	4,697,908.00	207,319.26	207,319.26	4,490,588.74	4.41

Statement of Expenditures, Encumbrances & Appropriations

General Fund

Period Ending - June 30, 2013

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport
For Period Ending 06/30/2013
Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1010.1000							
Trustees-Personal Services	13,777.00	1,148.00	1,148.00			12,629.00	8.33
A1010.4000							
Trustees-Contractual Expenses	35,000.00	8,000.00	8,000.00			27,000.00	22.86
A1210.1000							
Mayor-Personal Services	9,867.00	822.25	822.25			9,044.75	8.33
A1210.4000							
Mayor-Contractual Expenses	100.00					100.00	
A1210.4010							
Mayor-Telephone	1,500.00	176.73	176.73			1,323.27	11.78
A1210.4050							
Mayor-Conference Exp	100.00					100.00	
A1320.4000							
Auditor-Contractual Expenses	12,750.00					12,750.00	
A1325.1000							
Clerk/Treas-Personal Services	133,676.00	5,335.20	5,335.20			128,340.80	3.99
A1325.4000							
Clerk/Treas-Total Contractual Expense	300.00	50.00	50.00			250.00	16.67
A1325.4010							
Clerk/Treas-Telephone	7,700.00	310.38	310.38			7,389.62	4.03
A1325.4020							
Clerk/Treas-Office Supplies	4,000.00	226.27	226.27		2,773.73	1,000.00	75.00
A1325.4030							
Clerk/Treas-Computer Supplies	9,000.00					9,000.00	
A1325.4050							
Clerk/Treas-Membership Fees	600.00	75.00	75.00			525.00	12.50
A1325.4060							
Clerk/Treas-Postage	4,000.00				400.00	3,600.00	10.00
A1325.4070							
Clerk/Treas-Copier Expenses	3,700.00	440.68	440.68		4,847.48	1,588.16	142.92
A1325.4080							
Clerk/Treas-Payroll Expense	5,000.00	186.24	186.24			4,813.76	3.72
A1325.4090							
Clerk/Treas-Miscellaneous	1,200.00	350.00	350.00			850.00	29.17
A1325.4100							
Clerk/Treas - Publications	2,000.00	333.75	333.75		1,666.25		100.00
A1325.4110							
Clerk/Treas-Training	2,500.00					2,500.00	
A1325.4120							
Clerk/Treas-Tax Bill Processing	1,700.00	350.00	350.00			1,350.00	20.59
A1420.4000							
Law-Total Contractual Expenses	57,960.00					57,960.00	
A1420.4016							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Village Attorney- Harris, Chesworth & A1440.4020	8,040.00					8,040.00	
Engineer-Chatfield Engineers A1450.4000	5,000.00					5,000.00	
Total Contractual Expenses A1450.4010	600.00					600.00	
Elections-Inspector Salaries A1450.4020	1,000.00	1,000.00	1,000.00				100.00
Elections-Legal Notice Publication A1490.1000	200.00	188.80	188.80		211.20	200.00-	200.00
Pub Wrks Admin-Total Personal Ser A1490.4020	116,603.00	6,513.05	6,513.05			110,089.95	5.59
Pub Wrks Admin-Conference Exp A1490.4030	300.00					300.00	
Office Supplies/Postage A1490.4040	700.00				450.00	250.00	64.29
Permits, Licenses, Fees A1490.4090	300.00					300.00	
Pub Wrks Admin-Miscellaneous A1620.4020	500.00					500.00	
Natural Gas-DPW A1620.4021	6,000.00	241.34	241.34			5,758.66	4.02
Bidgs-Gas 1 Clinton Street A1620.4022	1,500.00	44.35	44.35			1,455.65	2.96
Bidgs-Gas 49 State Street A1620.4030	2,000.00	124.17	124.17			1,875.83	6.21
Electric-DPW A1620.4031	6,300.00	521.13	521.13			5,778.87	8.27
Bidgs-Electric-1 Clinton Street A1620.4032	10,000.00	1,033.67	1,033.67			8,966.33	10.34
Bidgs-Electric-49 State Street A1620.4034	4,800.00	482.16	482.16			4,317.84	10.05
Elec- Main St Sign A1620.4050	300.00	37.75	37.75			262.25	12.58
Bidgs-Janitorial Supplies A1620.4051	750.00					750.00	
Bidgs-Janitor Supplies- Clinton St A1620.4052	4,150.00					4,150.00	
Bidgs-Janitor Supplies-State Street A1620.4060	4,300.00	583.00	583.00			3,717.00	13.56
Bidgs-Repair Items A1620.4070	9,350.00				2,548.00	6,802.00	27.25
Telephone - DPW	1,200.00	114.48	114.48			1,085.52	9.54

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A1620.4090							
Bldgs-Miscellaneous	3,000.00	1,561.66	1,561.66		993.34	445.00	85.17
A1640.4000							
Central Garage- Contractual Expens	1,750.00					1,750.00	
A1640.4010							
Fasteners	1,000.00				300.00	700.00	30.00
A1640.4020							
Auto -Electrical	650.00				400.00	250.00	61.54
A1640.4040							
Tools	1,000.00					1,000.00	
A1640.4050							
Welding Supplies	500.00					500.00	
A1640.4060							
Fuel Additives/Oil	3,375.00				1,000.00	2,375.00	29.63
A1640.4070							
Shop Supplies	2,500.00	35.00	35.00		750.00	1,715.00	31.40
A1640.4080							
Hydraulic Supplies	1,000.00					1,000.00	
A1640.4090							
Miscellaneous	4,425.00				50.00	4,375.00	1.13
A1670.4000							
Central Mailing	1,250.00					1,250.00	
A1680.2000							
IT Hardware Software	5,000.00					5,000.00	
A1680.4000							
IT Hardware Software	7,500.00					7,500.00	
A1910.4000							
Unallocated Insurance	60,000.00	59,991.00	59,991.00			9.00	99.99
A1920.4000							
Municipal-Membership Dues	5,100.00	3,840.00	3,840.00			1,260.00	75.29
A1950.4000							
Taxes on Village Property	1,200.00					1,200.00	
A1990.4000							
Contingency-Allocation Only	150,000.00					150,000.00	
A3120.1000							
Police-Total Personal Services	941,562.00	57,736.64	57,736.64			883,825.36	6.13
A3120.1030							
Police-P/T Officers	31,000.00					31,000.00	
A3120.1040							
Police-Crossing Guards	12,418.00					12,418.00	
A3120.1055							
Police-Secretaries P/T	40,020.00					40,020.00	
A3120.1060							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Overtime	120,000.00	5,124.98	5,124.98			114,875.02	4.27
A3120.2010							
Police-Vehicles	24,500.00					24,500.00	
A3120.2020							
Police-Firearms	2,000.00					2,000.00	
A3120.2040							
Police-Office Furniture/Equip	250.00					250.00	
A3120.2051							
Police-Computer Software	2,300.00					2,300.00	
A3120.4010							
Police-Telephone	5,200.00	968.18	968.18			4,231.82	18.62
A3120.4020							
Police-Office Supplies/Postage	2,800.00	124.95	124.95			2,675.05	4.46
A3120.4030							
Police-Fleet Maintenance	3,300.00				1,400.00	1,900.00	42.42
A3120.4031							
Police-Fleet Repairs	2,500.00					2,500.00	
A3120.4032							
Police-Fleet Supplies & Equip	8,800.00				1,520.00	7,280.00	17.27
A3120.4040							
Police-Fuel	20,000.00					20,000.00	
A3120.4060							
Police-Maintenance Contracts	2,400.00	740.70	740.70		1,009.30	650.00	72.92
A3120.4065							
Office Equip Lease/Rental	7,600.00	440.68	440.68		4,847.48	2,311.84	69.58
A3120.4080							
Police-Quarter Master Unit	5,500.00				467.00	5,033.00	8.49
A3120.4090							
Police-Miscellaneous	500.00					500.00	
A3120.4100							
Affiliations	150.00					150.00	
A3120.4105							
Training, School, Conferences	1,400.00					1,400.00	
A3120.4110							
Police-Publications	600.00					600.00	
A3120.4120							
Police-Supplies/Life Safety Supplies	3,800.00				180.00	3,620.00	4.74
A3120.4130							
Police-Computer Supplies	1,000.00					1,000.00	
A3120.4140							
Police-Medical/Psychological	600.00					600.00	
A3120.4150							
Police-Special Enforcement	840.00					840.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A3120.4155							
Police- STOP DWI	10,975.00				193.45	10,781.55	1.76
A3120.4160							
Police-Bike Patrol	300.00	0.03	0.03			299.97	0.01
A3120.4170							
Police-Explorer Post	200.00					200.00	
A3120.4180							
Police-Community Service	250.00					250.00	
A3120.4210							
Police-Technicians	200.00					200.00	
A3120.4220							
Police-Special Events	100.00					100.00	
A3120.4230							
Police-NYS Accreditation	100.00					100.00	
A3120.4240							
Police-Less Lethal Training Equip	3,800.00					3,800.00	
A3310.4010							
Traffic Control-Signal	600.00					600.00	
A3310.4020							
Traffic Control-Paint	1,500.00					1,500.00	
A3310.4030							
Traffic Control-Signs	2,500.00	371.44	371.44			2,128.56	14.86
A3310.4040							
Traffic Control-Channels & Posts	1,300.00					1,300.00	
A3310.4090							
Traffic Control-Miscellaneous	400.00					400.00	
A3620.1000							
Safety Insp-Total Personal Services	83,079.00	3,830.28	3,830.28			79,248.72	4.61
A3620.4000							
Safety Insp-Total Contractual Expens	300.00					300.00	
A3620.4010							
Cellular/Telephone	1,500.00	39.10	39.10			1,460.90	2.61
A3620.4020							
Training	500.00	93.11	93.11			406.89	18.62
A3620.4030							
Safety Insp-Computer Supplies	300.00					300.00	
A3620.4040							
Fuel	1,800.00					1,800.00	
A3620.4050							
Association Dues	250.00					250.00	
A3620.4080							
Safety Insp-Uniforms	200.00					200.00	
A3620.4090							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Miscellaneous	800.00					800.00	
A3620.4200 Postage	800.00					800.00	
A3620.4210 Vehicle Maintenance	450.00					450.00	
A4540.4010 Telephone		227.58	227.58			227.58-	
A5110.1000 Str Maint-Total Personal Services	472,450.00	41,367.61	41,367.61			431,082.39	8.76
A5110.1001 Streets O/T	19,000.00					19,000.00	
A5110.1060 Str Maint-Overtime	34,500.00	1,295.92	1,295.92			33,204.08	3.76
A5110.2080 Str Maint-Other Equip-Over \$10,000	35,250.00					35,250.00	
A5110.4010 Str Maint-Telephone	500.00	147.98	147.98			352.02	29.60
A5110.4041 Str Maint-Diesel Fuel	25,000.00					25,000.00	
A5110.4042 Str Maint-Regular Fuel	19,000.00					19,000.00	
A5110.4050 Str Maint-Tools	900.00					900.00	
A5110.4060 Str Maint-Stone	2,000.00					2,000.00	
A5110.4070 Str Maint-Asphalt	80,000.00	5,324.82	5,324.82		27,969.17	46,706.01	41.62
A5110.4080 Str Maint-Uniforms	3,500.00	510.26	510.26		1,200.00	1,789.74	48.86
A5110.4085 Str Maint-Shoes/Boots	1,500.00				1,000.00	500.00	66.67
A5110.4090 Str Maint-Miscellaneous	3,000.00	476.02	476.02		650.00	1,873.98	37.53
A5110.4100 Str Maint-Equipment Parts	4,800.00				500.00	4,300.00	10.42
A5110.4110 Str Maint-Truck Parts	17,000.00	398.99	398.99		6,320.00	10,281.01	39.52
A5110.4130 Str Maint-Physicals/Drug Testing	800.00				800.00		100.00
A5110.4140 Str Maint-Buildings	1,200.00					1,200.00	
A5110.4150 Str Maint-Concrete	2,200.00					2,200.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT	ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A5110.4160	Str Maint-Fill Material	100.00					100.00	
A5110.4165	Str Maint-Top Soil	1,000.00					1,000.00	
A5110.4170	Str Maint-Shop Supplies	500.00					500.00	
A5110.4180	Str Maint-Training/Travel	200.00					200.00	
A5110.4190	Str Maint-Grass Seed	500.00					500.00	
A5110.4200	Str Maint-Publications	150.00					250.00-	266.67
A5110.4210	Str Maint-Manholes & Covers	1,000.00			400.00		1,000.00	
A5110.4220	Str Maint-Office Supplies	100.00					100.00	
A5110.4230	Str Maint-Equip Rental	100.00					100.00	
A5112.2000	CHIPS Work	67,084.00				35,000.00	32,084.00	52.17
A5142.0000	Personal Services	10,000.00					10,000.00	
A5142.2000	Snow Plowing-Equipment-Plows	7,000.00					7,000.00	
A5142.4010	Snow Plowing-Salt	33,000.00				28,000.00	5,000.00	84.85
A5142.4015	Snow Plowing-Deicer	5,000.00					5,000.00	
A5142.4030	Snow Plowing-Plow Parts	3,000.00				100.00	2,900.00	3.33
A5142.4090	Snow Plowing-Contractual Expenses	200.00					200.00	
A5182.4010	Street Lighting-Electricity	83,000.00	118.78	118.78			82,881.22	0.14
A5182.4030	Street Lighting-Repairs	1,000.00					1,000.00	
A5182.4040	Street Lighting-Parts	1,500.00				700.00	800.00	46.67
A5182.4090	Street Lighting-Contractual Expenses	100.00					100.00	
A5410.1000	Sidewalks-Personal Services	9,300.00					9,300.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Sidewalks-Concrete					3,500.00	3,500.00-	
A5410.4020							
Sidewalks-Stone	200.00					200.00	
A5410.4090							
Sidewalks-Contractual Expenses-Mis	500.00	65.00	65.00			435.00	13.00
A5650.4020							
Paint	200.00					200.00	
A5650.4030							
Signs	200.00					200.00	
A5650.4040							
Posts	200.00					200.00	
A6410.4200							
Welcome Center	4,500.00	799.38	799.38		649.02	3,051.60	32.19
A6520.4000							
Farmer's Mkt Manager	2,250.00					2,250.00	
A6520.4010							
Farmer's Market- Publications	250.00				80.00	170.00	32.00
A7140.2000							
Parks/Playgrounds-Total Equipment	10,000.00					10,000.00	
A7140.2020							
Parks/Playgrounds-Park Equipment	200.00	179.08	179.08			20.92	89.54
A7140.4000							
Parks & Playgrounds-Totals Contrac	1,300.00				550.00	750.00	42.31
A7140.4010							
Parks/Playgrounds-Equipment Repai	500.00				250.00	250.00	50.00
A7140.4020							
Parks/Playgrounds-Maintenance Sup	2,500.00					2,500.00	
A7140.4030							
Parks/Playgrounds-Gardening	400.00				200.00	200.00	50.00
A7415.4000							
Seymour Library	189,052.00	189,052.00	189,052.00				100.00
A7450.4000							
Museum-Contractual Expenses					600.00	600.00-	
A7510.4000							
Total Contractual Expenses	1,200.00					1,200.00	
A7520.4010							
Publication Notices					200.00	200.00-	
A7550.4040							
Celebrations-Special Events		1,180.00-	1,180.00-			1,180.00	
A7550.4050							
Celebrations-Electric	600.00	34.90	34.90			565.10	5.82
A7550.4090							
Celebrations-Miscellaneous	200.00					200.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
A8010.4010							
Zoning- Member Stipends	950.00					950.00	
A8010.4300							
Zoning-Publications					200.00	200.00-	
A8020.1000							
Planning Board-Personal Services	6,706.00	448.57	448.57			6,257.43	6.69
A8020.4000							
Planning Board-Total Contractual Ex	700.00					700.00	
A8020.4300							
Planning Board-Publications					200.00	200.00-	
A8120.4080							
Utilities-Pump Station	600.00	54.55	54.55			545.45	9.09
A8140.4010							
Storm Sewer-Supply Parts	6,000.00				1,500.00	4,500.00	25.00
A8140.4020							
Strom Sewer-Maintenance Supplies	1,000.00					1,000.00	
A8140.4090							
Storm Sewers-Miscellaneous	3,034.00				300.00	2,734.00	9.89
A8160.4010							
Refuse Collection-Monthly Trash Ren	3,950.00	327.64	327.64			3,622.36	8.29
A8160.4030							
Refuse Collection-Brush Pick-up	600.00				400.00	200.00	66.67
A8160.4040							
Refuse Collection-Special Pick-up (50.00					50.00	
A8160.4050							
Refuse Collection-Coolant Removal	200.00					200.00	
A8170.4010							
Str Cleaning-Sweeper Repairs	1,000.00					1,000.00	
A8170.4020							
Str Cleaning-Sweeper parts	4,000.00				1,000.00	3,000.00	25.00
A8170.4090							
Str Cleaning-Miscellaneous	250.00					250.00	
A8189.4000							
Sanitation-Landfill Monitoring	3,000.00					3,000.00	
A8189.4002							
Sanitation-Landfill-Testing	5,000.00					5,000.00	
A8560.4010							
Equipment Repairs	1,200.00				950.00	250.00	79.17
A8560.4030							
Shade Trees-Supplies	500.00					500.00	
A8560.4090							
Shade Trees-Miscellaneous	500.00	15.00	15.00			485.00	3.00
A9010.8000							

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from A to A

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
NYS Retirement	218,927.00					218,927.00	
λ9015.8000							
Police Retirement System Payments	252,531.00					252,531.00	
λ9030.8000							
Social Security	173,303.00	9,364.56	9,364.56			163,938.44	5.40
λ9040.8000							
Workers Compensation	124,489.00					124,489.00	
λ9045.8000							
Life Insurance	8,076.00	1,228.36	1,228.36			6,847.64	15.21
λ9050.8000							
Unemployment Expense	10,000.00					10,000.00	
λ9055.8000							
Disability Insurance	5,660.00	896.00	896.00			4,764.00	15.83
λ9055.8100							
Wellness Insurance	1,265.00	952.00	952.00			313.00	75.26
λ9060.8000							
Medical Insurance	405,678.00	48,815.76	48,815.76			356,862.24	12.03
λ9061.8000							
HRA	140,400.00					140,400.00	
λ9070.8000							
Dental Insurance	54,836.00	10,815.62	10,815.62			44,020.38	19.72
λ9950.9510							
Proj 51 - Smith St Bridge	10,000.00					10,000.00	
λ9999.9000							
Prior Year Expenses		11,902.12	11,902.12	16,979.51-	16,979.51-		
Totals for Fund:	4,697,908.00	487,224.65	487,224.65	-16,979.51	122,245.91	4,083,360.05	13.08
A (Fund - A)							
Report totals	4,697,908.00	487,224.65	487,224.65	16,979.51-	122,245.91	4,083,360.05	13.08

Statement of Actual & Estimated Revenues

Water Fund

Period Ending - June 30, 2013

Statement of Actual & Estimated Revenue

Village of Brockport
 For Period Ending 06/30/2013

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
F2140.0000					
Metered Water Sales	582,000.00	48,825.25	48,825.25	533,174.75	8.39
F2141.0000					
Meter Water Sales O/G	503,486.00	32,723.59	32,723.59	470,762.41	6.50
F2144.0000					
Water Service Charges	2,000.00	20.00	20.00	1,980.00	1.00
F2148.0000					
Interest & Penalties	1,250.00	1,219.56	1,219.56	30.44	97.56
F2401.0000					
Interest & Earnings	1,000.00			1,000.00	
F2401.1000					
Int Earned-Spec Reserves	250.00			250.00	
F2650.0000					
Scrap Sales		589.28	589.28	589.28	
Total for Fund:	1,089,986.00	83,377.68	83,377.68	1,006,608.32	7.65
F (Fund - F)					
Report Totals	1,089,986.00	83,377.68	83,377.68	1,006,608.32	7.65

Statement of Expenditures, Encumbrances & Appropriations

Water Fund

Period Ending - June 30, 2013

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport
For Period Ending 06/30/2013
Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
Meter Supplies	475.00					475.00	
F8340.4040							
Curb Box Supplies	2,100.00					2,100.00	
F8340.4041							
Fuel	1,700.00					1,700.00	
F8340.4050							
Stone	1,500.00					1,500.00	
F8340.4060							
Asphalt	4,100.00					4,100.00	
F8340.4080							
Water Transm-Uniforms	1,250.00				750.00	500.00	60.00
F8340.4090							
Miscellaneous	6,750.00				1,050.00	5,700.00	15.56
F8340.4100							
Water Transm-Telephone	2,164.00	114.48	114.48			2,049.52	5.29
F8340.4110							
Water Transm-Electricity	2,250.00	448.33	448.33			1,801.67	19.93
F8340.4120							
Transm - Sample Testing	20,550.00	710.00	710.00		2,000.00	17,840.00	13.19
F8340.4130							
Wtr Transm-Drug/Alcohol Testing	250.00				250.00		100.00
F8340.4140							
Wtr Trans-Equip Repair	850.00				27.00	823.00	3.18
F8340.4150							
Wtr Trans-Training	250.00					250.00	
F8340.4160							
Wtr Trans-Concrete	200.00					200.00	
F8340.4180							
Water Transm-Publications	350.00				596.39	246.39-	170.40
F9010.8000							
NYS Retirement	13,875.00					13,875.00	
F9030.8000							
Social Security	14,500.00	818.22	818.22			13,681.78	5.64
F9040.8000							
Workers Compensation	12,500.00					12,500.00	
F9045.8000							
Life Insurance	1,000.00					1,000.00	
F9055.8000							
Disability Insurance	1,100.00					1,100.00	
F9060.8000							
Hospital Insurance	25,000.00					25,000.00	
F9061.8000							
HRA	15,600.00					15,600.00	

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport

For Period Ending 06/30/2013

Selecting on FUND from F to F

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
F9070.8000							
Dental Insurance	12,000.00					12,000.00	
F9710.6000							
Serial Bond - Principle payments	33,107.00					33,107.00	
F9710.7000							
Serial Bond - Interest payments	28,845.00					28,845.00	
F9999.9000							
Prior Year Expenses		19.95	19.95	9,492.46-	9,492.46-		
Totals for Fund:	1,089,986.00	73,785.31	73,785.31	-9,492.46	364,219.06	642,509.12	41.05
F (Fund - F)							
Report totals	1,089,986.00	73,785.31	73,785.31	9,492.46-	364,219.06	642,509.12	41.05

Statement of Actual & Estimated Revenues

Sewer Fund

Period Ending - June 30, 2013

Statement of Actual & Estimated Revenue

Village of Brockport
For Period Ending 06/30/2013
Selecting on FUND from G to G

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	MONTH-TO-DATE REVENUE	YEAR-TO-DATE REVENUE	UNREALIZED REVENUE	ACTUAL YTD % REALIZED
G2122.0000					
Sanitary Sewer- Sewer Charges	139,300.00	10,991.63	10,991.63	128,308.37	7.89
G2128.0000					
Sanitary Sewer- Interest and Penalties	3,000.00			3,000.00	
Total for Fund: G (Fund - G)	142,300.00	10,991.63	10,991.63	131,308.37	7.72
Report Totals	142,300.00	10,991.63	10,991.63	131,308.37	7.72

Statement of Expenditures, Encumbrances & Appropriations

Sewer Fund

Period Ending - June 30, 2013

Statement of Expenditures, Encumbrances & Appropriations

Village of Brockport
 For Period Ending 06/30/2013
 Selecting on FUND from G to G

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
G8120.2000							
Sanitary Sewers- Equipment	2,050.00				1,174.00	876.00	57.27
G8120.4000							
Contractual	38,121.00	7,511.54	7,511.54		1,499.00	29,110.46	23.64
G8120.4010							
Sanitary Sewers- Truck Parts	4,600.00				2,650.00	1,950.00	57.61
G9710.6000							
Bond Principal	46,155.00					46,155.00	
G9710.7000							
Bond Interest	51,374.00					51,374.00	
G9999.9000							
Prior Year's Expense			1,417.85	1,667.85-	1,667.85-		
Totals for Fund:	142,300.00	8,929.39	8,929.39	-1,667.85	3,655.15	129,465.46	9.02
G (Fund - G)							
Report totals	142,300.00	8,929.39	8,929.39	1,667.85-	3,655.15	129,465.46	9.02

DRAFT vacancy notice for 7/15/13 VB

DEPUTY CLERK-TREASURER
VILLAGE OF BROCKPORT

The Village of Brockport seeks individual to assist the Clerk, Treasurer, and Deputy Clerk in a variety of clerical and financial functions with focus on customer service (phones/front counter/drive-up window) and on records management.

Education and Experience: secretarial, business, accounting or related field. Associates Degree and public sector/municipal experience preferred. Must be personable, have a positive attitude, be a quick learner, detail/accuracy oriented and able to multi-task/prioritize. Familiarity with Microsoft Office is necessary. Additional task-specific computer programs are utilized.

Full time 40 hours per week. \$15 per hour plus benefits. New York State Retirement System. Position is Civil Service Exempt - appointed by Mayor with confirmation by Trustees to serve a 2-year term. Reappointment consideration is given at end of each 2-year term. Initial appointment will be for a 6-month probationary period.

Download employment application from www.brockportny.org. Send cover letter and résumé with completed employment application by e-mail to: lmorelli@brockportny.org or by mail to: Village of Brockport Attention: Village Clerk 49 State Street Brockport, NY 14420.

Application deadline: Noon, Friday, August 2, 2013

Leslie Ann Morelli
Village Clerk
Village of Brockport

DPW LABORER: Village of Brockport is accepting applications for Full Time DPW Laborer position, CDL Class B minimum. Applications accepted through 4:30pm on July 12th, 2013 – to Village Clerk Brockport Village Hall 49 State Street Brockport, NY 14420. Application and job requirements available at: www.brockportny.org or at Brockport Village Hall.

— applications received
by deadline

DPW Sgt. to report on
search committee 2/15 VB
to bring forth hiring
recommendation for 8/5 VB.

JOB POSTING

TITLE: Full Time Laborer

LOCATION: Department of Public Works

SALARY & BENEFITS: Per CSEA Contract

SPECIAL REQUIREMENTS:

- Sound physical condition
- Clean drivers license, CDL Class B minimum
- Must be willing to work outdoors, in all kinds of weather
- Must be willing to work overtime
- This position will require 24 hour availability in case of emergency
- Pre-employment testing for drug and alcohol will be required and subject to random testing once hired.

POSTING DATE: June 30, 2013 to July 12, 2013

STARTING DATE: July 24, 2013

POSTINGS: DPW Offices (38 East Ave)
Village Office (49 State St)
Police Station (1 Clinton St)

CC: CSEA President

Harry Donahue
Superintendent of Public Works

LABORER

Code No. 6-12-022

LABOR

DISTINGUISHING FEATURES OF THE CLASS: This is an entry level unskilled position involving a variety of routine heavy and light manual labor tasks. The employee reports directly to and works under the general supervision of a foreman or other higher level employee. The job requires physical endurance. May be required to work outdoors in all kinds of weather, to work overtime and to be on twenty-four (24) hour call seven (7) days a week for emergencies. Supervision of others is not a responsibility of this class. Does related work as required.

TYPICAL WORK ACTIVITIES: (All need not be performed in a given position. Other related activities may be performed although not listed.)

Assists with installation, maintenance, repair and cleaning of highway, sewer or water system components;

Assists in construction, patching and grading of roads, and installation of new sidewalks;

Shovels, rakes and tamps asphalt;

Operates snowplow wing;

Removes snow from sidewalks, parking lots, and recreational areas by shoveling, using a tractor or a pick-up truck and plow;

Collects garbage and rubbish;

Plants and prunes trees, grades lawns, rake leaves, cuts grass and brush, spades flower beds, cuts wood and assists in other grounds maintenance activities;

Digs and refills trenches for sewer, water lines and drainage pipe;

Excavates and backfills for new construction and repairs;

Repairs, cleans and flushes culverts and basins;

Performs general building cleaning tasks such as dusting, sweeping, mopping and washing;

Fills motor equipment with cement, sand, stone, oil or etc;

Loads and unloads vehicles and trucks;

Directs traffic on road projects;

Picks up dead animals for disposal;

Repairs mailboxes, installs sign/fence posts and assemble, sets up/removes road signs;

Assists with painting and unskilled carpentry tasks;

Drives pick-up truck or other light vehicle for delivery of supplies or messages;

Operates motor equipment as a trainee under direct supervision;

Assists a mechanic with equipment repairs and service equipment by adding fuel, coolant and lubricants;

Operates telephone or two-way radio for emergency dispatching.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of the use of hand tools; working knowledge of methods used to maintain and construct roads, sidewalks, catch basins, etc; working knowledge of ground maintenance activities; working knowledge of building cleaning methods; working knowledge of specific hazards and safety precautions; ability to do heavy manual labor, including lifting; ability to follow instructions; ability to work under direct supervision; ability to establish good working relationships with others; ability to work under all weather conditions; manual dexterity; endurance; dependability; honesty; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: There are no training and experience qualifications.

SPECIAL REQUIREMENTS: Candidates are required to pass a pre-employment drug test.

Possession of a valid New York State Motor Vehicle Operator's License CDL Class B is required. Candidates maybe required to pass a physical examination to determine ability to perform manual labor.



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Zip:

Distance: 10 miles



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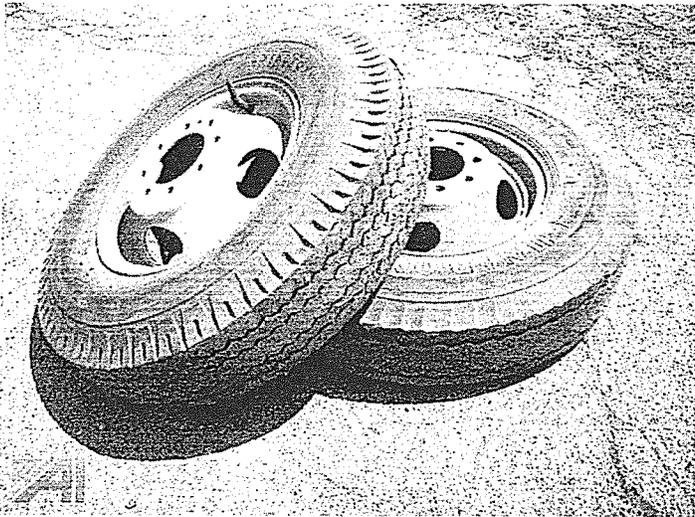
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
 Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

[Catalog](#) | [Download Catalog \(PDF\)](#)

Item # 1 -- (2) Tires size 7.50-16 on Dually Rims

[Track Item](#) | [Email to a friend](#)



High Bid: 14.00 USD - [jjlongback](#) bidding history

Bidding History:

Jul 6, 2013, 04:39:06 PM EDT - mrlikk - 10.00
Jul 11, 2013, 05:42:16 PM EDT - fasterfreddie - 11.00
Jul 11, 2013, 08:09:29 PM EDT - fasterfreddie - 13.00
Jul 11, 2013, 08:09:29 PM EDT - jjlongback - 14.00

Bidding has closed on this lot

Click Thumbnails for Larger Images:



Item Details:

(2) Tires size 7.50-16 on Dually Rims
 (1) Tire is New, the other is used. Both are in working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10%



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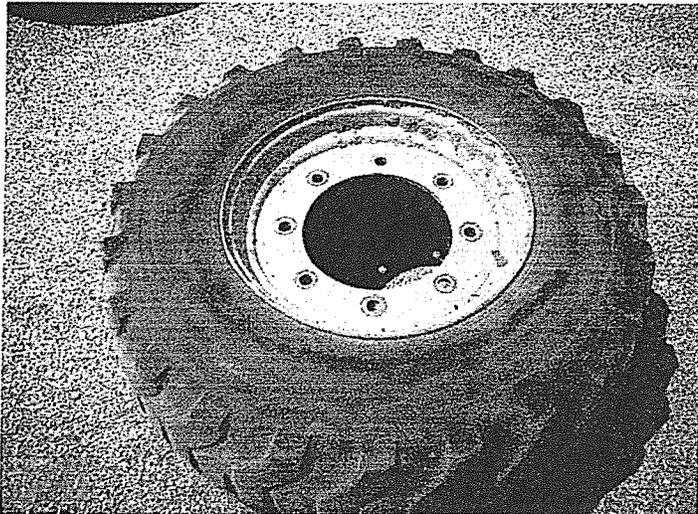
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul 11, 2013, 8:15PM EST
Location: 38 East Avenue, Brockport, NY 14420 Click here for Google Maps

Catalog | Download Catalog (PDF)

Item # 2 -- (1) Tire size 12/165 on Rim

Track Item | Email to a friend



Click Thumbnails for Larger Images:



High Bid: 23.00 USD - enzo bidding history

Bidding History:

Table with 2 columns: Date/Time and Bidder/Amount. Includes entries for deaven, mrikk, and enzo.

Bidding has closed on this lot

Item Details:

(1) Tire size 12/165 on Rim
This tire is on a front rim for a Case Backhoe 4WD
Item is in used, working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10%



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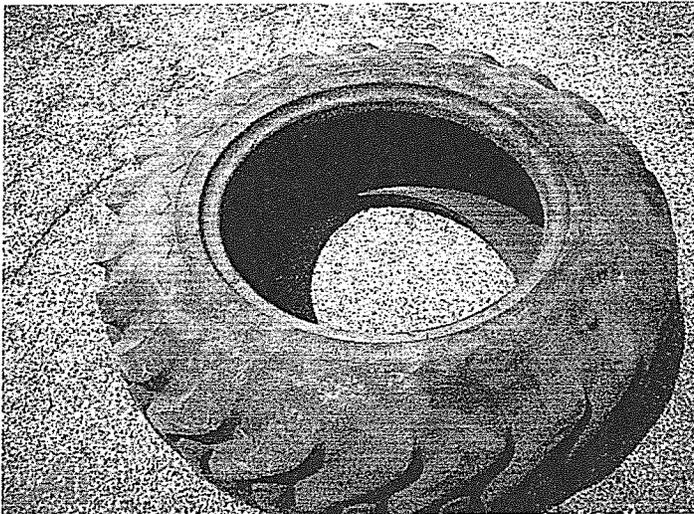
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
 Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

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Item # 3 -- (1) Tire size 10.5/80-18

[Track Item](#) | [Email to a friend](#)



Click Thumbnails for Larger Images:



High Bid: 15.00 USD - [deaven bidding history](#)

Bidding History:	
Jul 4, 2013, 10:35:04 AM EDT	- deaven - 10.00
Jul 6, 2013, 04:38:04 PM EDT	- mrlikk - 12.00
Jul 6, 2013, 04:38:04 PM EDT	- deaven - 13.00
Jul 6, 2013, 04:38:21 PM EDT	- mrlikk - 15.00
Jul 6, 2013, 04:38:21 PM EDT	- deaven - 15.00

Bidding has closed on this lot

Item Details:

(1) Tire size 10.5/80-18
 This tire is for a FWD Backhoe.
 Item is in used, working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10%



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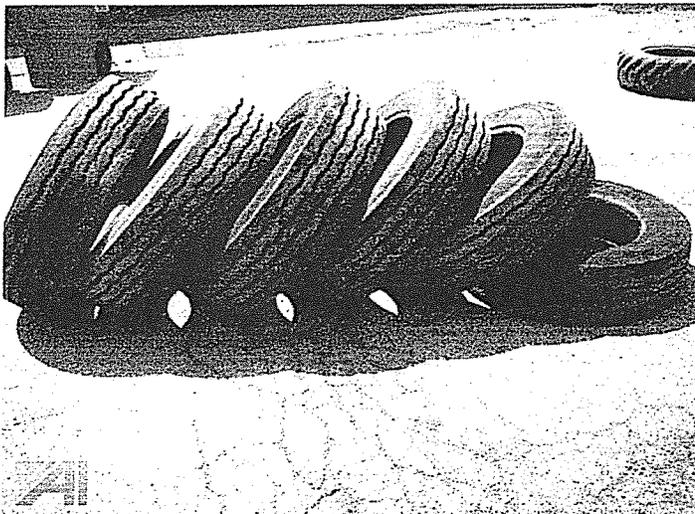
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
 Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

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Item # 4 -- (6) Tires size 245/70R19.5

[Track Item](#) | [Email to a friend](#)



Click Thumbnails for Larger Images:



High Bid: 420.00 USD - okokok15 bidding history

Bidding History:

Jul 1, 2013, 03:44:02 PM EDT - tisee - 10.00
Jul 1, 2013, 05:15:36 PM EDT - hvywrecker - 40.00
Jul 1, 2013, 05:15:36 PM EDT - tisee - 42.50
Jul 1, 2013, 05:15:47 PM EDT - hvywrecker - 100.00
Jul 1, 2013, 05:15:47 PM EDT - tisee - 105.00
Jul 1, 2013, 05:16:26 PM EDT - hvywrecker - 125.00
Jul 1, 2013, 05:16:26 PM EDT - tisee - 130.00
Jul 1, 2013, 05:16:58 PM EDT - hvywrecker - 200.00
Jul 1, 2013, 05:16:58 PM EDT - tisee - 200.00
Jul 2, 2013, 12:47:24 AM EDT - deke - 210.00
Jul 2, 2013, 02:32:50 PM EDT - deke - 220.00
Jul 2, 2013, 02:32:50 PM EDT - tisee - 230.00
Jul 11, 2013, 08:13:03 PM EDT - okokok15 - 240.00
Jul 11, 2013, 08:13:03 PM EDT - tisee - 250.00
Jul 11, 2013, 08:13:35 PM EDT - okokok15 - 270.00
Jul 11, 2013, 08:13:35 PM EDT - tisee - 280.00
Jul 11, 2013, 08:13:55 PM EDT - okokok15 - 300.00
Jul 11, 2013, 08:13:55 PM EDT - tisee - 310.00
Jul 11, 2013, 08:14:44 PM EDT - tisee - 320.00
Jul 11, 2013, 08:14:44 PM EDT - okokok15 - 330.00
Jul 11, 2013, 08:19:56 PM EDT - deaven - 340.00
Jul 11, 2013, 08:19:56 PM EDT - okokok15 - 340.00
Jul 11, 2013, 08:20:21 PM EDT - deaven - 350.00
Jul 11, 2013, 08:20:26 PM EDT - okokok15 - 360.00
Jul 11, 2013, 08:20:42 PM EDT - deaven - 370.00
Jul 11, 2013, 08:20:49 PM EDT - okokok15 - 380.00
Jul 11, 2013, 08:21:04 PM EDT - deaven - 390.00
Jul 11, 2013, 08:21:09 PM EDT - okokok15 - 400.00
Jul 11, 2013, 08:21:20 PM EDT - deaven - 410.00
Jul 11, 2013, 08:21:23 PM EDT - okokok15 - 420.00

Bidding has closed on this lot

Item Details:

(6) Tires size 245/70R19.5



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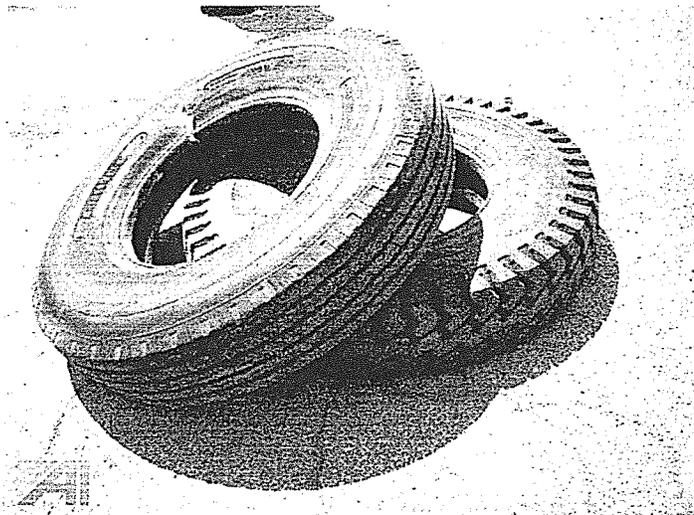
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
Location: 38 East Avenue, Brockport, NY 14420 Click here for Google Maps

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Item # 5 -- (2) Tires size 10.00R20 (steer) and 10.00-20 (drive)

Track Item | Email to a friend



Click Thumbnails for Larger Images:



High Bid: 77.50 USD - jjlongback bidding history

Bidding History:

Table with 2 columns: Date/Time and Bidder/Amount. Includes entries for Jul 1, 2013 and Jul 11, 2013.

Bidding has closed on this lot

Item Details:

(2) Tires size 10.00R20 (steer) and 10.00-20 (drive)
Items are in New condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10% will be added to the high bid price. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards, debit cards,



Questions? Problem? Help?
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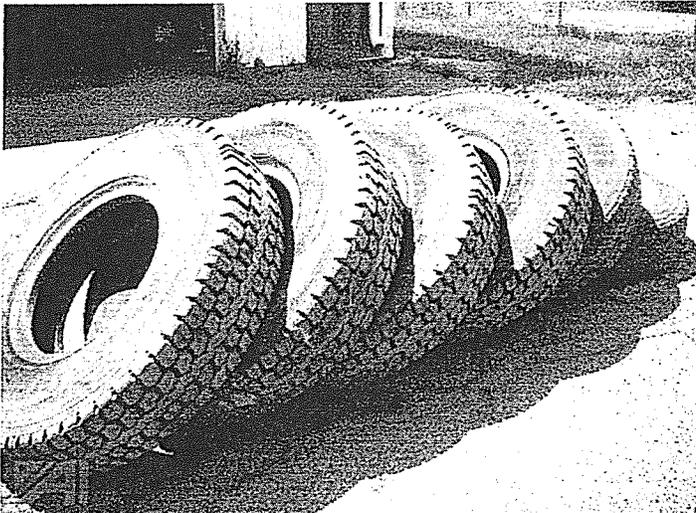
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
 Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

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Item # 6 -- (6) Drive Tires size 11R20

[Track Item](#) | [Email to a friend](#)



Click Thumbnails for Larger Images:



High Bid: 180.00 USD - [jjlongback bidding history](#)

Bidding History:

Jul 1, 2013, 02:31:23 PM EDT - mrlikk - 10.00
Jul 1, 2013, 08:45:09 PM EDT - mrlikk - 60.00
Jul 1, 2013, 08:45:09 PM EDT - stop1050 - 62.50
Jul 3, 2013, 01:07:09 AM EDT - deaven - 75.00
Jul 3, 2013, 01:07:09 AM EDT - stop1050 - 77.50
Jul 3, 2013, 11:22:12 PM EDT - driveway1 - 100.00
Jul 3, 2013, 11:22:12 PM EDT - stop1050 - 105.00
Jul 8, 2013, 10:51:29 PM EDT - stop1050 - 125.00
Jul 8, 2013, 10:51:29 PM EDT - mrlikk - 130.00
Jul 10, 2013, 08:59:27 PM EDT - stop1050 - 135.00
Jul 11, 2013, 08:10:35 PM EDT - stop1050 - 175.00
Jul 11, 2013, 08:10:35 PM EDT - jjlongback - 180.00

Bidding has closed on this lot

Item Details:

(6) Drive Tires size 11R20
 (4) Tires are New, (2) are used. All are in working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10%



Questions? Problem? Help?
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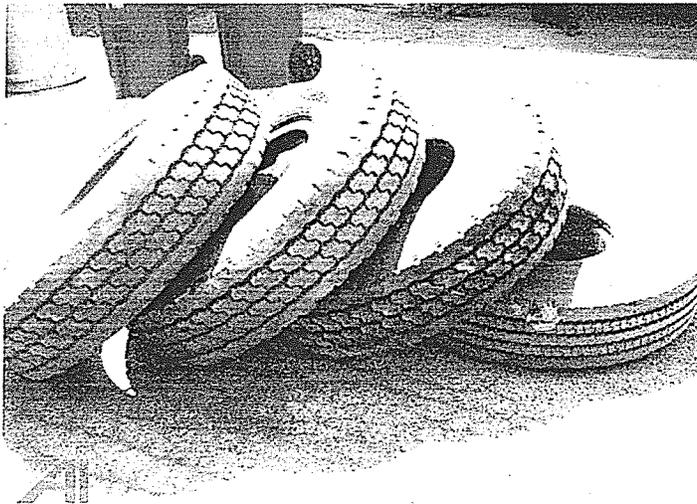
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
 Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

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Item # 7 -- (4) Tires size 12.00R20

[Track Item](#) | [Email to a friend](#)



High Bid: 160.00 USD - de123 bidding history

Bidding History:	
Jul 1, 2013, 08:48:51 PM EDT - stop1050 - 10.00	
Jul 3, 2013, 01:08:02 AM EDT - deaven - 30.00	
Jul 3, 2013, 01:08:02 AM EDT - stop1050 - 31.00	
Jul 3, 2013, 11:24:04 PM EDT - stop1050 - 50.00	
Jul 3, 2013, 11:24:04 PM EDT - driveway1 - 52.50	
Jul 4, 2013, 03:53:09 PM EDT - stop1050 - 100.00	
Jul 4, 2013, 03:53:09 PM EDT - driveway1 - 100.00	
Jul 4, 2013, 03:53:16 PM EDT - stop1050 - 105.00	
Jul 7, 2013, 09:33:29 PM EDT - stop1050 - 125.00	
Jul 7, 2013, 09:33:29 PM EDT - de123 - 130.00	
Jul 8, 2013, 10:53:08 PM EDT - mrlkk - 140.00	
Jul 8, 2013, 10:53:08 PM EDT - de123 - 145.00	
Jul 8, 2013, 10:53:23 PM EDT - de123 - 150.00	
Jul 8, 2013, 10:53:23 PM EDT - mrlkk - 155.00	
Jul 10, 2013, 11:40:39 PM EDT - de123 - 160.00	

Bidding has closed on this lot

Click Thumbnails for Larger Images:



Item Details:

- (4) Tires size 12.00R20
- (3) Drive tires in used condition, (1) Steer tire in New condition. All are in working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10% will be added to the high bid price. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards, debit cards,



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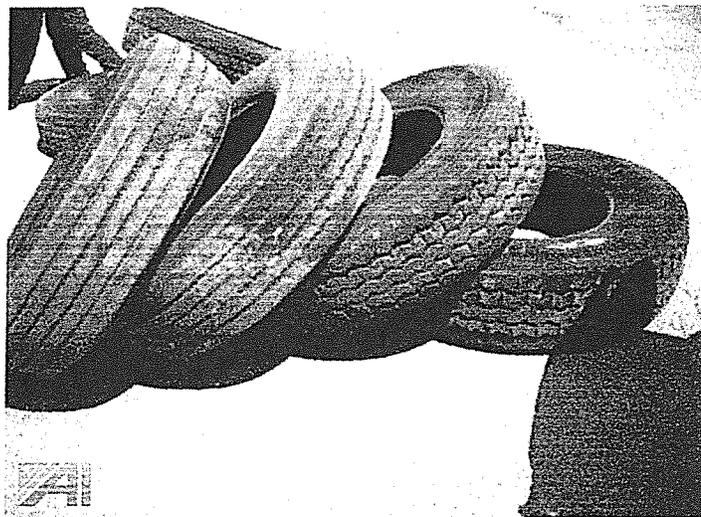
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack
Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
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Item # 8 -- (4) Tires size 315/80R22.5

Track Item | Email to a friend



High Bid: 105.00 USD - mrlkk bidding history

Bidding History table with columns for date, time, bidder, and bid amount.

Bidding has closed on this lot

Click Thumbnails for Larger Images:



Item Details:

(4) Tires size 315/80R22.5

Items are in used, working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10%



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Village of Brockport

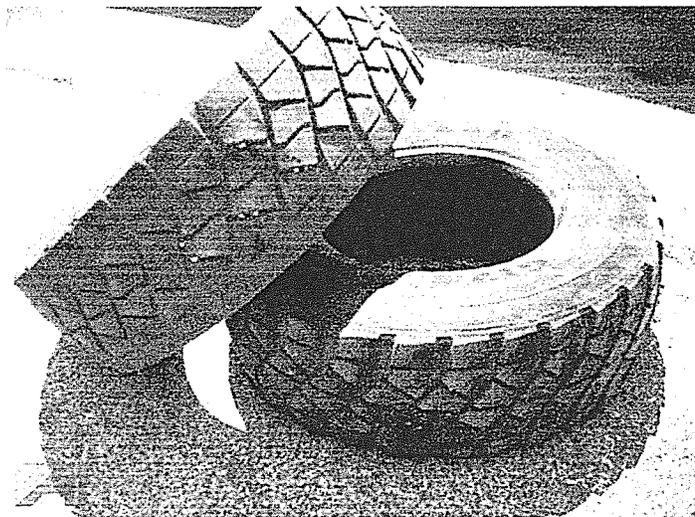
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
 Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

[Catalog](#) | [Download Catalog \(PDF\)](#)

Item # 9 -- (2) Tires size 285/65R22.5

[Track Item](#) | [Email to a friend](#)



High Bid: 21.00 USD - [deaven](#) bidding history

Bidding History:

Jul 1, 2013, 02:34:37 PM EDT - [mrlikk](#) - 10.00
 Jul 1, 2013, 11:12:59 PM EDT - [mrlikk](#) - 20.00
 Jul 1, 2013, 11:12:59 PM EDT - [deaven](#) - 21.00

Bidding has closed on this lot

Click Thumbnails for Larger Images:



Item Details:

(2) Tires size 285/65R22.5

Items are in used, working condition.

Board Meeting for Bid Approval to be Held July 16th.



AUCTIONS INTERNATIONAL

Questions? Problem? Help?
 Bidding support is available M-F from 9 AM-5PM EST.
 Contact Mike at mikeb@auctionsintematinal.com or
 (800) 536-1401 x115.

For bidding problems after 5PM EST and Saturdays
 10AM-5PM call 800-536-1401 x1.

- Online Auctions
- Search Auctions ▾



Zip:

Distance: 10 miles

- Live Auctions
- Past Prices
- F.A.Q.
- Contact Us
- Pay Invoices
- Log In ▾



- Register To Bid

Village of Brockport

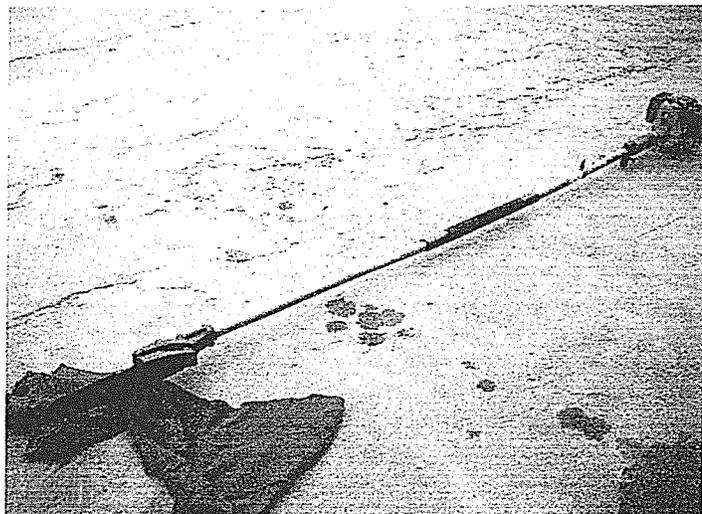
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
 Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

Catalog | [Download Catalog \(PDF\)](#)

Item # 10 -- Technic Pole Saw

[Track Item](#) | [Email to a friend](#)



Click Thumbnails for Larger Images:



High Bid: 130.00 USD - [retireme bidding history](#)

Bidding History:

Jul 1, 2013, 02:32:03 PM EDT - mrlikk - 10.00
Jul 1, 2013, 05:46:12 PM EDT - mrlikk - 18.00
Jul 1, 2013, 05:46:12 PM EDT - artwasner - 19.00
Jul 1, 2013, 10:33:27 PM EDT - artwasner - 30.00
Jul 1, 2013, 10:33:27 PM EDT - gman9er - 31.00
Jul 2, 2013, 10:12:18 AM EDT - gman9er - 35.00
Jul 2, 2013, 10:12:18 AM EDT - 98newyork - 36.00
Jul 6, 2013, 04:41:37 PM EDT - mrlikk - 40.00
Jul 6, 2013, 04:41:38 PM EDT - 98newyork - 42.50
Jul 6, 2013, 04:41:58 PM EDT - mrlikk - 45.00
Jul 6, 2013, 04:41:58 PM EDT - 98newyork - 47.50
Jul 8, 2013, 10:55:07 PM EDT - 98newyork - 52.50
Jul 8, 2013, 10:55:07 PM EDT - mrlikk - 55.00
Jul 10, 2013, 03:13:33 PM EDT - bobbo3 - 57.50
Jul 11, 2013, 06:42:19 PM EDT - retireme - 60.00
Jul 11, 2013, 06:42:19 PM EDT - bobbo3 - 60.00
Jul 11, 2013, 06:42:41 PM EDT - retireme - 62.50
Jul 11, 2013, 06:49:51 PM EDT - bobbo3 - 65.00
Jul 11, 2013, 07:38:40 PM EDT - retireme - 67.50
Jul 11, 2013, 07:53:11 PM EDT - frheduno - 70.00
Jul 11, 2013, 07:57:22 PM EDT - retireme - 72.50
Jul 11, 2013, 07:57:22 PM EDT - frheduno - 75.00
Jul 11, 2013, 07:57:53 PM EDT - retireme - 80.00
Jul 11, 2013, 07:57:53 PM EDT - frheduno - 82.50
Jul 11, 2013, 07:58:14 PM EDT - retireme - 90.00
Jul 11, 2013, 07:58:14 PM EDT - frheduno - 92.50
Jul 11, 2013, 07:58:36 PM EDT - frheduno - 100.00
Jul 11, 2013, 07:58:36 PM EDT - retireme - 105.00
Jul 11, 2013, 08:04:14 PM EDT - retireme - 110.00
Jul 11, 2013, 08:04:14 PM EDT - frheduno - 115.00
Jul 11, 2013, 08:21:28 PM EDT - retireme - 120.00
Jul 11, 2013, 08:21:28 PM EDT - frheduno - 125.00
Jul 11, 2013, 08:22:02 PM EDT - retireme - 130.00

Bidding has closed on this lot

Item Details:



Questions? Problem? Help? Bidding support is available M-F from 9 AM-5PM EST. Contact Mike at mikeb@auctionsinternational.com or (800) 536-1401 x115.

For bidding problems after 5PM EST and Saturdays 10AM-5PM call 800-536-1401 x1.

- Online Auctions
• Search Auctions v



Zip:

Distance: 10 miles

- Live Auctions
• Past Prices
• F.A.Q.
• Contact Us
• Pay Invoices
• Log In v



- Register To Bid

Village of Brockport

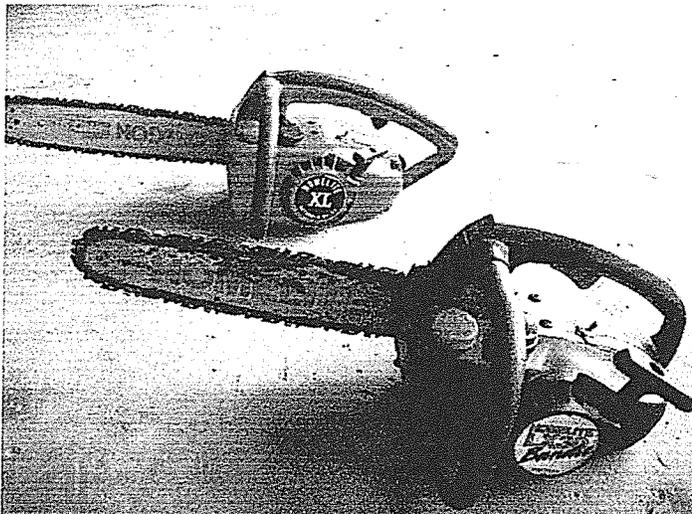
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
Location: 38 East Avenue , Brockport, NY 14420 Click here for Google Maps

Catalog | Download Catalog (PDF)

Item # 11 -- (2) 14" Homelite Chain Saws

Track Item | Email to a friend



Click Thumbnails for Larger Images:



High Bid: 42.50 USD - retireme bidding history

Bidding History:

Table with columns for date, time, bidder name, and bid amount. Includes entries for Jul 1, 2013 and Jul 4, 2013.

Bidding has closed on this lot

Item Details:

(2) 14" Homelite Chain Saws
(1) has manual oiler.
Items are in used, working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10%



Questions? Problem? Help? Bidding support is available M-F from 9 AM-5PM EST. Contact Mike at mikeb@auctionsinternational.com or (800) 536-1401 x115.

For bidding problems after 5PM EST and Saturdays 10AM-5PM call 800-536-1401 x1.

- Online Auctions
• Search Auctions v

Zip:

Distance: 10 miles



- Live Auctions
• Past Prices
• F.A.Q.
• Contact Us
• Pay Invoices
• Log In v



- Register To Bid

Village of Brockport

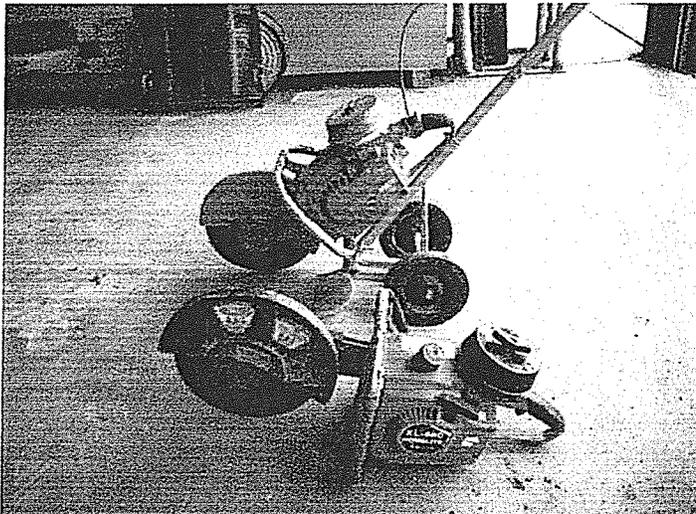
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
Location: 38 East Avenue , Brockport, NY 14420 Click here for Google Maps

Catalog | Download Catalog (PDF)

Item # 12 -- (2) 12" Homelite Chop Saws

Track Item | Email to a friend



Click Thumbnails for Larger Images:



High Bid: 410.00 USD - wm040136 bidding history

Bidding History:

Table with 2 columns: Bid Date/Time and Bid Amount/Username. Includes entries from Jul 1, 2013 to Jul 11, 2013, with the highest bid of 410.00 USD by wm040136 on Jul 11, 2013.

Bidding has closed on this lot

Item Details:

(2) 12" Homelite Chop Saws
(1) is on a Rolling Frame.
Items are in used, working condition.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10%



Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5PM EST.
Contact Mike at mikeb@auctionsinternational.com or
(800) 536-1401 x115.

For bidding problems after 5PM EST and Saturdays
10AM-5PM call 800-536-1401 x1.

- Online Auctions
Search Auctions



Zip:

Distance: 10 miles

- Live Auctions
Past Prices
E.A.Q.
Contact Us
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Log In



- Register To Bid

Village of Brockport

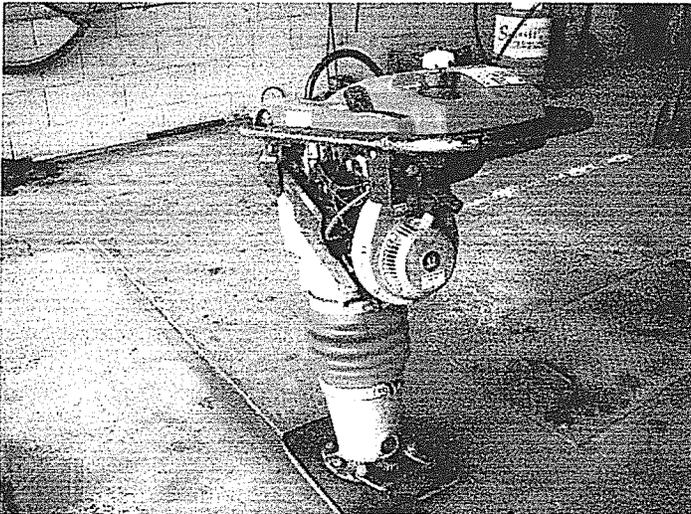
'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul. 11, 2013, 8:15PM EST
Location: 38 East Avenue , Brockport, NY 14420 Click here for Google Maps

Catalog | Download Catalog (PDF)

Item # 13 -- Wacker BS 600 Jumping Jack Tamper

Track Item | Email to a friend



Click Thumbnails for Larger Images:



High Bid: 410.00 USD - 50110028 bidding history

Bidding History table with columns for date, time, bidder, and bid amount. The table shows a series of bids starting from 10.00 and ending at 410.00.

Bidding has closed on this lot

AI AUCTIONS INTERNATIONAL

Questions? Problem? Help?
Bidding support is available M-F from 9 AM-5PM EST.
Contact Mike at mikeb@auctionsinternational.com or
(800) 536-1401 x115.

For bidding problems after 5PM EST and Saturdays
10AM-5PM call 800-536-1401 x1.

- Online Auctions
- Search Auctions ▾



Zip:

Distance: 10 miles

- Live Auctions
- Past Prices
- F.A.Q.
- Contact Us
- Pay Invoices
- Log In ▾



- Register To Bid

Village of Brockport

'03 Ford F550 Dump Body Truck, Various Tires/Rims, Homelite Chain Saws, 12" Homelite Chop Saws, Jumping Jack Tamper and More

Items Start Closing: Thursday, Jul 11, 2013, 8:15PM EST
Location: 38 East Avenue , Brockport, NY 14420 [Click here for Google Maps](#)

Catalog | [Download Catalog \(PDF\)](#)

Item # 14 -- 2003 Ford F550 Dump Body Truck

[Track Item](#) | [Email to a friend](#)



Click Thumbnails for Larger Images:



High Bid: 10,800.00 USD - z28 bidding history

Bidding History:

Jul 1, 2013, 02:36:31 PM EDT - mrlikk - 25.00
Jul 1, 2013, 03:45:29 PM EDT - mrlikk - 500.00
Jul 1, 2013, 03:45:30 PM EDT - tisee - 510.00
Jul 1, 2013, 05:02:18 PM EDT - nysellers - 1,000.00
Jul 1, 2013, 05:02:18 PM EDT - tisee - 1,025.00
Jul 1, 2013, 05:56:56 PM EDT - alleycat - 1,050.00
Jul 1, 2013, 05:56:56 PM EDT - tisee - 1,075.00
Jul 1, 2013, 05:57:14 PM EDT - alleycat - 1,200.00
Jul 1, 2013, 05:57:14 PM EDT - tisee - 1,225.00
Jul 1, 2013, 08:02:00 PM EDT - mudflap - 2,000.00
Jul 1, 2013, 08:02:00 PM EDT - tisee - 2,025.00
Jul 1, 2013, 08:17:02 PM EDT - crete - 2,050.00
Jul 1, 2013, 08:17:02 PM EDT - tisee - 2,075.00
Jul 1, 2013, 08:17:45 PM EDT - crete - 2,200.00
Jul 1, 2013, 08:17:45 PM EDT - tisee - 2,225.00
Jul 1, 2013, 08:20:49 PM EDT - tisee - 2,600.00
Jul 1, 2013, 08:20:49 PM EDT - 6969judge - 2,650.00
Jul 1, 2013, 08:35:39 PM EDT - crete - 2,700.00
Jul 1, 2013, 08:35:39 PM EDT - 6969judge - 2,750.00
Jul 1, 2013, 08:36:10 PM EDT - youma - 2,800.00
Jul 1, 2013, 08:36:10 PM EDT - 6969judge - 2,850.00
Jul 1, 2013, 08:37:46 PM EDT - 6969judge - 3,000.00
Jul 1, 2013, 08:37:46 PM EDT - levi1967 - 3,050.00
Jul 2, 2013, 10:11:14 AM EDT - 98newyork - 3,200.00
Jul 2, 2013, 10:11:14 AM EDT - levi1967 - 3,250.00
Jul 2, 2013, 10:11:23 AM EDT - 98newyork - 3,600.00
Jul 2, 2013, 10:11:23 AM EDT - levi1967 - 3,650.00
Jul 2, 2013, 10:11:29 AM EDT - 98newyork - 4,100.00
Jul 2, 2013, 10:11:29 AM EDT - levi1967 - 4,150.00
Jul 2, 2013, 10:11:39 AM EDT - levi1967 - 4,500.00
Jul 2, 2013, 10:11:39 AM EDT - 98newyork - 4,550.00
Jul 2, 2013, 02:14:36 PM EDT - landscaper13 - 4,500.00
Jul 2, 2013, 02:14:36 PM EDT - 98newyork - 4,650.00
Jul 10, 2013, 06:22:12 PM EDT - pos500 - 4,700.00
Jul 10, 2013, 06:22:12 PM EDT - 98newyork - 4,750.00
Jul 11, 2013, 03:35:12 PM EDT - mcbams - 5,000.00
Jul 11, 2013, 03:35:12 PM EDT - 98newyork - 5,100.00
Jul 11, 2013, 03:37:09 PM EDT - mcbams - 5,200.00
Jul 11, 2013, 08:13:55 PM EDT - qsswalter - 5,300.00
Jul 11, 2013, 08:15:41 PM EDT - qsswalter - 5,800.00
Jul 11, 2013, 08:15:41 PM EDT - diversified - 5,900.00

Jul 11, 2013, 08:20:31 PM EDT - ta - 6,000.00
 Jul 11, 2013, 08:20:31 PM EDT - diversified - 6,100.00
 Jul 11, 2013, 08:20:45 PM EDT - ta - 6,200.00
 Jul 11, 2013, 08:20:45 PM EDT - diversified - 6,300.00
 Jul 11, 2013, 08:20:55 PM EDT - pos500 - 6,400.00
 Jul 11, 2013, 08:21:16 PM EDT - ta - 6,500.00
 Jul 11, 2013, 08:21:16 PM EDT - pos500 - 6,500.00
 Jul 11, 2013, 08:21:34 PM EDT - ta - 6,600.00
 Jul 11, 2013, 08:21:57 PM EDT - pos500 - 6,700.00
 Jul 11, 2013, 08:22:55 PM EDT - z28 - 6,800.00
 Jul 11, 2013, 08:23:14 PM EDT - pos500 - 6,900.00
 Jul 11, 2013, 08:23:30 PM EDT - z28 - 7,000.00
 Jul 11, 2013, 08:23:42 PM EDT - pos500 - 7,100.00
 Jul 11, 2013, 08:23:46 PM EDT - z28 - 7,200.00
 Jul 11, 2013, 08:23:51 PM EDT - pos500 - 7,300.00
 Jul 11, 2013, 08:24:33 PM EDT - hibidder - 7,400.00
 Jul 11, 2013, 08:24:41 PM EDT - pos500 - 7,500.00
 Jul 11, 2013, 08:25:16 PM EDT - hibidder - 7,600.00
 Jul 11, 2013, 08:26:01 PM EDT - pos500 - 7,700.00
 Jul 11, 2013, 08:26:36 PM EDT - z28 - 7,800.00
 Jul 11, 2013, 08:26:45 PM EDT - pos500 - 7,900.00
 Jul 11, 2013, 08:26:45 PM EDT - z28 - 8,000.00
 Jul 11, 2013, 08:26:56 PM EDT - pos500 - 8,100.00
 Jul 11, 2013, 08:27:37 PM EDT - hibidder - 8,200.00
 Jul 11, 2013, 08:27:46 PM EDT - pos500 - 8,300.00
 Jul 11, 2013, 08:28:23 PM EDT - hibidder - 8,400.00
 Jul 11, 2013, 08:28:27 PM EDT - pos500 - 8,500.00
 Jul 11, 2013, 08:28:27 PM EDT - z28 - 8,600.00
 Jul 11, 2013, 08:28:31 PM EDT - pos500 - 8,700.00
 Jul 11, 2013, 08:28:31 PM EDT - z28 - 8,800.00
 Jul 11, 2013, 08:28:34 PM EDT - pos500 - 8,900.00
 Jul 11, 2013, 08:29:22 PM EDT - hibidder - 9,000.00
 Jul 11, 2013, 08:29:27 PM EDT - pos500 - 9,100.00
 Jul 11, 2013, 08:29:55 PM EDT - z28 - 9,200.00
 Jul 11, 2013, 08:29:59 PM EDT - pos500 - 9,300.00
 Jul 11, 2013, 08:29:59 PM EDT - z28 - 9,400.00
 Jul 11, 2013, 08:30:02 PM EDT - pos500 - 9,500.00
 Jul 11, 2013, 08:30:02 PM EDT - z28 - 9,600.00
 Jul 11, 2013, 08:30:05 PM EDT - pos500 - 9,700.00
 Jul 11, 2013, 08:30:57 PM EDT - hibidder - 9,800.00
 Jul 11, 2013, 08:31:55 PM EDT - z28 - 9,900.00
 Jul 11, 2013, 08:32:49 PM EDT - hibidder - 10,000.00
 Jul 11, 2013, 08:32:49 PM EDT - z28 - 10,100.00
 Jul 11, 2013, 08:33:42 PM EDT - hibidder - 10,200.00
 Jul 11, 2013, 08:33:42 PM EDT - z28 - 10,200.00
 Jul 11, 2013, 08:34:37 PM EDT - hibidder - 10,300.00
 Jul 11, 2013, 08:35:33 PM EDT - z28 - 10,400.00
 Jul 11, 2013, 08:36:23 PM EDT - hibidder - 10,500.00
 Jul 11, 2013, 08:37:22 PM EDT - z28 - 10,600.00
 Jul 11, 2013, 08:38:17 PM EDT - hibidder - 10,700.00
 Jul 11, 2013, 08:39:07 PM EDT - z28 - 10,800.00

Bidding has closed on this lot

Item Details:

2003 Ford F550 Dump Body Truck

VIN# 1FDAF57P03ED85341, 34167 miles
 6.0L, 8-Cyl, Diesel engine. Automatic transmission. 4WD. Western 9-ft plow with a 9-ft/1-ton dump box. Does not start. Tires are size 225/70R19.5. Sold with keys and clean title.

Mechanical

Notes: Engine is seized. New turbo and alternator.

Body

Condition: Good

Notes: The cab is in good shape. The dump body is showing wear.

Interior

Condition: Fair

Notes: Normal wear and tear.

Board Meeting for Bid Approval to be Held July 16th.

Item sold subject to seller approval after bids close. For payments made with cash, money order, wire-transfer or guaranteed funds, a buyer's premium of 10% will be added to the high bid price. A 14% non-discounted buyer's premium will be added to the high bid price for payments made with credit cards, debit cards, personal or business checks. Applicable sales tax(es) will be charged on all items. All sales are final. No refunds will be issued. Item sold as-is, where-is, with no warranty written or implied. Buyer responsible for inspecting the items before placing bids, and prompt item removal within ten (10) business days after receipt of invoice. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller's premises after this removal deadline will revert back to possession of the seller, with no refund.

QUESTIONS & INSPECTION: Please contact Linda Baker Or Harry Donahue at 585-637-1060 Monday-Friday From 9Am-1Pm Only. Item located in MONROE county at 38 East Avenue, Brockport, NY 14420.

Information provided in this listing including description and closing dates/times are subject to change prior to the auction ending. Interested bidders are encouraged to check back frequently for possible changes.



NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

July 2, 2013

The Honorable Maria Connie Castaneda
Mayor, Village of Brockport
49 State Street
Brockport, New York 14420

Re: Certified Local Government Program (CLG) Grant Application

Dear Mayor Castaneda:

I am very pleased to advise you that the Village of Brockport will be awarded \$3,980 to support the CLG's work on the State and National Register Nominations. This will be a very useful project to support historic preservation efforts in your community.

Enclosed are the project description and budget page that will be incorporated into your contract. Please review and, if necessary, edit the information as needed and return any corrections to Lorraine Weiss at lorraine.weiss@parks.ny.gov or by US post to NYS Division for Historic Preservation, P O Box 189, Waterford, NY 12188. We would appreciate a reply by July 8th.

Please bear in mind that the CLG funding is a reimbursement program. The project must be under contract with SHPO by the end of this federal fiscal year (September 30, 2013) and completed by the end of the next federal fiscal year (September 30, 2014). We can only reimburse expenditures for services rendered and products delivered within the funding period (October 1, 2012 to September 30, 2014). There will be two interim reports required in November, 2013 and May, 2014. If you anticipate any difficulties in complying with this timeframe, please contact Lorraine Weiss at the Division for Historic Preservation. She can be reached at 518-237-8643, x3122 or lorraine.weiss@parks.ny.gov and will be glad to answer any questions you may have.

Congratulations on your award. We share your enthusiasm for the project and look forward to working closely with you.

Sincerely,

Rose Harvey
Commissioner

cc: Kathy Goetz, Chair, Historic Preservation Board
Bill Andrews, Trustee and Vice Chair, Historic Preservation Board

Albany, New York 12238
518-474-0443 • Fax: 518-474-1365

printed on recycled paper

Certified Local Government Program –FY2013 Draft Contract Sections
Please review and confirm or revise

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

PROJECT NAME: State and National Register Nominations
 CONTRACTOR/SFS PAYEE NAME: Village of Brockport
 CONTRACT PERIOD: From: October 1, 2012
 To: September 30, 2014

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) CLG Personnel					\$672
Village officials in kind					
b) Volunteer Labor					\$1,125
Subtotal					
2. Non Personal Service					
a) Contractual Services					\$3,980
Historic Preservation consultant					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Purchases					\$99
Photos					
g) Other copying					\$20
Subtotal					
TOTAL	\$3,980	\$1,916			\$5,896

ATTACHMENT C – WORK PLAN

PROJECT NAME: State and National Register Nominations
 CONTRACTOR/SFS PAYEE NAME: Village of Brockport
 CONTRACT PERIOD: From: October 1, 2012
 To: September 30, 2014

PROJECT DESCRIPTION:

Nominations to the State and National Registers of Historic Places will be prepared by a paid consultant for properties in the Park Avenue and State Street areas, the College at Brockport's Hartwell Hall, and the Brockport Village Cemetery.

from the Studios of Stacey Kirby

Commission # ML0613
Mural Commission Contract
Client : Village of Brockport
Start date : July 1st 2013
Location : DPW Building

Description of Murals

The Brockport Community Mural presents a scene overlooking the canal and the North end of downtown Brockport, New York, around the time of the 1914 expansion of the Erie Canal to the Barge Canal. It features the bridge that spanned the canal before the current bridge was installed; a steam shovel with the name of Brockport company "Cleveland & Sons" that excavates a section of the North bank; a pair of mules; in the foreground a canal worker and a pair of swallows; and a plaque or banner stating "The expansion of the Erie Canal to the Barge Canal, 1914, Brockport, NY" near the bottom.

Total Cost : \$5300

Payment Schedule : First payment of \$1766 with contract (due by 7/31/13)
Second payment of \$1766 by **09/01/13**
Third payment of \$1768 upon completion of the mural.

- It is understood that the wall on which the mural panels are mounted will be repainted prior to mounting.
- It is understood that the artist retains the right to reproduce any images of the painting and immediate environment.
- It is further understood that the Village of Brockport retains the right to reproduce the mural image in publicizing and promoting the village of Brockport

Clients Signature

Date

Artists Signature

Date

Leslie Ann Morelli

Subject: FW: Contract for Services
Attachments: Village of Brockport NY AWW User Agreement July 2013.pdf

From: Andrew Pleninger [<mailto:andy@urbanforestryllc.com>]
Sent: Thursday, July 11, 2013 6:13 AM
To: 'Blackman, Margaret'
Cc: lmorelli@brockportny.org; 'Chris Luley'
Subject: RE: Contract for Services

Apologies, I have edited the agreement.

Andrew Pleninger
Vice President
Urban Forestry, LLC
2553 Creek Road
Palmyra, NY 14522
(585) 415-8720
www.urbanforestryllc.com

From: Blackman, Margaret [<mailto:mblackma@brockport.edu>]
Sent: Wednesday, July 10, 2013 2:17 PM
To: Andrew Pleninger
Cc: lmorelli@brockportny.org; Chris Luley
Subject: Re: Contract for Services

Andy, cycle should be June 1 to May 31 to coincide with our fiscal year.

Sent from my iPhone

On Jul 10, 2013, at 1:31 PM, "Andrew Pleninger" <andy@urbanforestryllc.com> wrote:

Leslie,

Attached please find the Contract for Services and the AWW Users agreement for signature and an invoice for the AWW 5 year license fee. There will be an additional invoice for the annual subscription once the Village's AWW account is online as well as the inventory update when the work is completed. For the annual subscription, I have put you on a billing cycle that coincides with your fiscal year (July 1-June 30), so you will receive an invoice for annual subscription of \$480 the first of July each year. This first year, the invoice will be adjusted to reflect the number of months remaining from the time we get you up and running thru to June 2014. I will also need a copy of your tax exempt certification for our records.

Thank you for the opportunity to serve the Village and don't hesitate to contact me if you have any questions.

Andrew Pleninger
Vice President
Urban Forestry, LLC
2553 Creek Road
Palmyra, NY 14522
(585) 415-8720
www.urbanforestryllc.com

Contract for Services



The following detail the services Urban Forestry, LLC (hereinafter UFLLC) will provide for the Village of Brockport, NY (hereinafter client) and if accepted will serve as a contract for services.

I. Upgrade from ArborWare to ArborWebWorks (AWW) Tree Management Application

1. Convert and import the Villages tree inventory data into AWW.
2. Activate the Village's subscription to AWW per the User Agreement.

II. Tree Inventory Update

The objective is to complete a tree inventory update of the Village of Brockport, NY existing tree inventory data of trees located on the Village streets and parks. This will include a walk around inspection of each tree in the inventory, addition of new trees and updating management information. It is ultimately the community's decision on what actions they may or may not take regarding these recommendations.

1. Scope

Walk each street and park, as provided by the client, inspect all trees and update tree management information for each tree. Provide training

- A. Trees to be inventoried
 - a. Trees within right-of-way. The client shall provide UFLLC survey maps, right-of-way widths, and or manpower to define the right-of-way of the Client.
- B. Management Needs Identified
 - a. Tree Removals
 - i. Recommend individual trees to be removed as defined below.
 - b. Pruning Needs
 - i. Routine Maintenance pruning needs.
 - ii. Priority pruning needs as defined below.
 - c. Tree Stumps
 - d. Sites available to plant trees
- C. Inventory Update Training
 - a. One or more representatives designated by the Village will be provided a total of four (4) hours of tree inventory update training. The representative(s) will walk with UFLLC personnel

Contract for Services



while the inventory update is being completed and taught the methodologies for completing the inventory update.

2. Level of Inspection and Defining Management Recommendations

Each tree will receive a walk around visual assessment of the trees health and structure from the ground. Sounding with a mallet and probing for decay or cavities may be performed as well as recommendations for more advanced assessments may be made. Based on the findings of the assessment, a tree management recommendation will be made (called Work Need) and prioritized (called Priority) based on the following definitions. The management recommendation correlates to a work specification defining the work to be performed on the tree.

- A. Tree Management Recommendations & Priority
 - a. Remove
 - i. Trees with readily obvious, major defects that present an unacceptable risk of failure will be considered for removal. In addition, if 1/3 of a tree's live must be removed to remove defective braches, the tree will be recommended for removal.
 - ii. Removal recommendations will be prioritized into one of four work priorities as defined below.
 - b. Pruning Needs
 - i. Maintenance Pruning – no defective branches of conditions observed.
 - 1. Prune Routine – a mature tree that should receive a maintenance prune at the next scheduled visit.
 - 2. Prune Train – a young tree that needs structural pruning to promote desirable growth habits in street trees.
 - ii. Priority Pruning Needs – defective branches or conditions observed.
 - 1. Prune Safety
 - a. Defective branches 4 inches in diameter or larger
 - b. Clearance conflicts
 - i. Branches over street being struck by vehicles
 - ii. Branches hanging into sight line of pedestrians over sidewalks

Contract for Services



- iii. Branches resting on street lights, other structures or utilities

- c. Priority – each tree designated as Remove or Prune Safety will be assigned a priority as defined below. Priority is assigned based on the severity of defects present in the tree, probability of the defective part failing and the target that may be impacted in the tree/tree part fails. These priorities can be used to develop annual budgets and work plans. In the absence of sufficient resources to address all tree removal and priority pruning needs in one budget cycle, work should be completed working from the high priority needs to the lowest.
 - i. 1 – High
 - ii. 2 – Medium
 - iii. 3 – Low
 - iv. 4 – Lowest

B. Planting Sites

Sites that are suitable to plant a tree will be identified. Specifications for selecting these sites are generalized as follows.

- a. Large tree planting site – tree lawn 10 feet between the sidewalk and curb
- b. Medium tree planting site – tree lawn between 5 and 10 feet
- c. Small tree planting site – tree lawn between 3 and 5 feet
- d. Upright tree planting site – building set back prohibits using a broad spreading tree

3. Tree Management Data Variables

A. Individual Trees or Planting Sites

- a. Each tree will have the following data updated or collected.

- Address or Park Subdivision
- Street or Park Name
- Blockside – Street Tree Inventories Only
- Management unit
- Tree # (per attached)
- Side of Lot
- Tree genus, species and common name

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DBH (diameter breast height) - Diameter in inches at 4 ½ feet above grade

Work Need

Health – Tree Health; Excellent, Good, Fair, Poor, Very Poor, Dead

Structure – Tree Structure; Excellent, Good, Fair, Poor, Very Poor

Overhead utilities present; primary, secondary, telephone, street lighting.

Site Type – tree lawn, tree pit etc.

Planting Area – Most limiting dimension of planting area in feet

Replacement – should trees recommended for removal be replaced – Yes, No, Not applicable

Other – Tree requires further inspection; Aerial, Root crown, Resistograph, Check ROW

B. Quality Control

All data will be reviewed digitally for errors and errors will be corrected. One-percent of the inventory will be randomly re-inspected for error focusing primarily on the trees recommended for removal.

C. Inventory Report

An inventory report summarizing the inventory methodologies and the data collected will be provided.

D. Specifications

Specifications will be provided that defines Work Need and Priority ranking.

E. Advanced Tree Risk Assessment & Report

An advanced tree risk assessment (ANSI Level 3) and report detailing the tree condition and risk of failure will be provided at the request of the Client for an addition fee. This would include services such as aerial inspections, root crown inspection and Resistograph measurements. Resistograph measurements of tree cavities and decay columns provides more detailed information for evaluating the risk of failure related to cavities and decay in trees.

Contract for Services



4. Fee Schedule

Item	Fee
AWW Tree Inventory Management Application Upgrade	See AWW User Agreement
Tree Inventory Update - Inspect all street and park trees, update management information, provide inventory training and an inventory report.	\$4,680
Advanced Tree Risk Assessment & Report	\$200 per tree * Does not include the rental of equipment such as an aerial lift trunk if required

5. Contract Requirements

Urban Forestry, LLC (UFLLC) requires that the client obtain and provide a certificate of insurance from it's general liability insurance carrier naming UFLLC and it's employees and agents as an additional insured for the agreed upon work. The work shall not begin until such certificate is provided. Upon acceptance the client hereby agrees that UFLLC is acting as an independent contractor and that UFLLC's services are a non-exclusive study of the client's trees and further agree that any recommendations/evaluations made by UFLLC are solely for the benefit of the client so as to assist the client in its planning/assessment of the allocation of resources. UFLLC shall have no liability for any claims arising out of the performance or non-performance of the recommended actions and the client shall defend and indemnify UFLLC from any such claim including but not limited to claims alleging that UFLLC tested, identified or caused damage (directly or indirectly) to trees other property or persons outside the client's right of way.

UFLLC shall provide the client a certificate of insurance for general liability.

Agreed by:

A handwritten signature in black ink, appearing to read "Andrew Pleninger".

July 10, 2013

Urban Forestry, LLC Andrew Pleninger, Vice President

Date

Village of Brockport, NY

Title

Date

Village of Brockport, NY

July, 2013

**ARBORWEBWORKS (AWW) PROFESSIONAL
LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into between Urban Forestry LLC ("Urban Forestry") and the Company identified on the signature page to this Agreement ("Company") as of July 11, 2013 (the "Effective Date").

In consideration of the mutual obligations described in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **LICENSE.** Urban Forestry hereby grants Company a nonexclusive, nontransferable right to unlimited access remotely and use Urban Forestry's proprietary software (collectively referred to as "Service") and any written materials and documentation that accompany the Service that Urban Forestry generally provides to licensees of the Service ("Documentation"). This license will terminate immediately upon any termination of this Agreement.

2. SCOPE OF LICENSE AND USE.

(a) **Internal Use.** Company may use the Service and the Documentation only for its own internal use and to process its own and its clients' data (collectively, "Company Data"). Company has no right to sublicense or sell the Service, or to use the Service in service bureau mode or time sharing services for third parties. For purposes of clarity, the Company's clients are not permitted to access the Service without a separate license with Urban Forestry. The Company shall be solely responsible for the accuracy, quality, integrity and legality of the Company Data and of the means by which you acquired the Company Data.

(b) **Affiliates.** Under this Agreement, the term "Company" does not include any parent, subsidiary or affiliate (each, an "Affiliate") of Company. No Affiliate of Company is permitted to access or use the Service. In the event an Affiliate of Company desires to use the Service or Company desires to use the Service to process the data of an Affiliate, that Affiliate must enter into a separate agreement with and pay all applicable fees to Urban Forestry.

(c) **Updates.** For so long as this Agreement is in effect, updates for the software will be made when and as such updates are made available to other licensees generally.

3. **PAYMENT FOR LICENSE.** Company will pay Urban Forestry the fees set forth in Exhibit A for the license granted herein. All fees referred to in this Agreement are in United States dollars and do not include any duties, taxes or handling fees. Whenever imposed, all duties, taxes and handling fees are payable by Company. Income or other taxes that are required to be paid or withheld by Company, a parent, subsidiary or affiliate of Company, or Urban Forestry, under the laws of jurisdictions other than the United States, in connection with the license and other fees paid by Company hereunder, are the sole obligation of Company and shall be exclusive of the license and other fees paid by Company to Urban Forestry. Any amount payable under this Agreement and not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. Company will pay Urban Forestry all such interest and costs of collection, including but not limited to, attorneys' fees and court costs. Performance of any Service is contingent upon all undisputed payments due to Urban Forestry pursuant to this Agreement or any other agreement between the parties, being paid in a timely manner. Urban Forestry shall provide Company with ten (10) days advanced written notice of its intent to suspend the Service and Company shall have an opportunity to cure any non-payment within that ten (10) day period.

4. TITLE; CONFIDENTIALITY.

(a) **Title.** Company acknowledges that the Service, the Documentation and any and all enhancements, modifications, additions or new releases of or to the Service or the Documentation (collectively, the

"Proprietary Materials") contain confidential information of, are trade secrets of, and are proprietary to Urban Forestry and its licensors and that title to the Proprietary Materials is and shall remain in Urban Forestry and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Materials are and shall remain in Urban Forestry and its licensors. Company shall not assert any right, title or interest in the Proprietary Materials provided to Company under this Agreement, except for the non-exclusive, limited right of use granted to Company hereunder. Company shall not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and Company shall reproduce all such information on all copies made hereunder. Company will not reverse engineer, disassemble, decompile or unlock the Service in whole or in part for any reason. Company will keep the Service free of all claims, liens and encumbrances.

(b) **Confidentiality.** Each party agrees to retain in confidence and not (except in furtherance of this Agreement) to use or disclose any business and/or technical information of the other party designated in writing as "Confidential", without the prior written consent of the other party and then only to the extent specified in such consent. In particular, Company acknowledges that Urban Forestry considers the Proprietary Materials to be secret and proprietary information of great value to Urban Forestry. Each party will maintain the confidential information of the other party as "company confidential" or equivalent, with access only by those employees who have a need to access such information and who have entered into appropriate confidentiality agreements. Each party will use reasonable efforts to assure compliance with the terms of such agreements. However, neither party shall have any confidentiality obligation with respect to disclosure of such information to others not parties to this Agreement that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, and only if the receiving party first notifies the disclosing party of the order and permits the disclosing party to seek an appropriate protective order. The obligations of this paragraph 4(b) will survive for 5 years following any termination of this Agreement.

(c) **Ownership of Modifications.** Urban Forestry shall own all right, title, and interest (including all associated intellectual property rights) in and to any improvements, enhancements, modifications, derivations, or other changes thereto made by Urban Forestry and relating to the Service as a result of any feedback provided by Company to Urban Forestry.

5. **NON-SOLICITATION.** Each party agrees to refrain from soliciting for employment or hiring, directly or indirectly, without the prior written consent of the other, any of the other party's employees during the term of this Agreement and for one year following the date of its termination. Notwithstanding the foregoing, this Section shall not preclude either party from hiring any person employed by the other party where such person independently responds to an employment opportunity transmitted by the other party to the general public (such as newspaper, magazine, broadcast, Internet, or employment agencies).

6. WARRANTIES.

(a) **Non-Infringement.** Urban Forestry warrants that it owns or controls the Service, that it has the authority to license the Service and that Company's use of the Service in accordance with the terms of this Agreement will not infringe the intellectual property rights of any third party.

(b) **Conformity to Specifications.** Urban Forestry warrants that the Service will, for a period of 60 days after the date of login, operate substantially in accordance with the Documentation. In the event that during this warranty period the Service does not operate in substantial

conformity with the Documentation, Company will so notify Urban Forestry in writing within 15 days following the appearance of such defect and will transmit by e-mail or acceptable media all data processed by the Service as reasonably requested by Urban Forestry in order to troubleshoot the reported nonconformity. If Company timely notifies Urban Forestry of any such nonconformity, Urban Forestry will use commercially reasonable efforts to cure such nonconformity. THIS IS COMPANY'S EXCLUSIVE REMEDY FOR A FAILURE OF THE SERVICE TO SUBSTANTIALLY CONFORM TO THE DOCUMENTATION.

(c) Exclusions and Disclaimers. The warranties contained in paragraph 6(b) will not apply if: (i) Company does not use the Service in accordance with the Documentation; (ii) Company alters, modifies or converts the Service; (iii) Company's computer(s) malfunction and the malfunction causes the defect, error or problem; or (iv) the defect, error or problem results from any other cause within the control of Company. URBAN FORESTRY DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL MEET COMPANY'S REQUIREMENTS, THAT THE SERVICE WILL OPERATE ERROR FREE, WITHOUT INTERRUPTION, OR IN COMBINATION WITH OTHER SERVICE (EXCEPT AS PERMITTED BY THE DOCUMENTATION), OR THAT ALL PROGRAM DEFECTS ARE CORRECTABLE. WE DO NOT WARRANT THE USE OR THE RESULTS OF THE USE OF THE SERVICE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d) No Viruses. To the best knowledge of Urban Forestry after scanning the Service for Viruses (defined below), no portion of the Service or any hardware on which the Service will be resident will contain a "virus" or other computer software routine intended or designed to, or which has the capacity to: (i) permit access or use of the Service or the Company's systems by any person not authorized by Company; or (ii) disable, damage, erase, disrupt or impair the normal operation of the Service or any other software or data on Company's computer systems (collectively, "Viruses").

(e) Uptime Warranty. Urban Forestry represents and warrants that the Service shall be available 24 hours per day, 7 days per week, excluding periods of system maintenance and situations where the Service is not accessible for causes beyond reasonable control including power outages, fire, flood, war, terrorism, or cyber terrorism, or failures attributable to problems with Company's systems or internet access. If the Service is not available for more than four hours on any given day during the above hours of guaranteed availability, Company will be eligible for a credit for the pro-rata portion of the annual service charge for that day. Credit shall be given under this paragraph 6(e) if Company is affected by the unavailability of the Service and notifies Urban Forestry of such within 24 hours of its occurrence.

7. INDEMNIFICATION. Urban Forestry will indemnify and hold Company harmless against any action brought against Company to the extent that such action is based on a claim that the unmodified software, when used in accordance with this Agreement, infringes a United States copyright or patent and Urban Forestry shall pay all costs, settlements and damages finally awarded. However, Urban Forestry will not be obligated to indemnify or hold Company harmless from any such action unless Company notifies Urban Forestry in writing of any claim within 10 days after it learns of such a claim, gives Urban Forestry sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Service is finally adjudged to so infringe, or in Urban Forestry's opinion is likely to become the subject of such a claim, Urban Forestry shall, at its option and expense, either: (i) procure for Company the right to continue using the Service; (ii) modify or replace the Service to make it noninfringing; or (iii) refund the fee paid, less reasonable depreciation, upon return of the Service. Urban Forestry shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Service unless the infringing portion is also in the then current release; (x) use of the Service in combination with non-Urban Forestry software, data or equipment if the infringement was caused by such use or

combination; (y) any modification or derivation of the Service not specifically authorized in writing by Urban Forestry; or (z) use of third party software. THE FOREGOING STATES URBAN FORESTRY'S ENTIRE LIABILITY AND COMPANY'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE SERVICE.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL URBAN FORESTRY OR ANY OF ITS SUPPLIERS OR AGENTS BE LIABLE FOR LOSS OF USE, PROFIT, REVENUE, GOODWILL OR OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF URBAN FORESTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 7, THE AGGREGATE LIABILITY OF URBAN FORESTRY, ITS SUPPLIERS AND AGENTS FOR ALL CLAIMS (EXCLUDING CLAIMS FOR PHYSICAL INJURY OR PROPERTY DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE LICENSE FEES PAID BY COMPANY TO URBAN FORESTRY DURING THE PREVIOUS TWELVE MONTH PERIOD FOR THE SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM.

9. TERM AND TERMINATION.

(a) Term. This Agreement is effective on the date as the Effective Date and will continue in effect for a period of one month and thereafter shall be renewed automatically for successive one-month terms (the "Term"), unless and until cancelled or terminated earlier pursuant to the express terms of this Agreement.

(b) By Company. Company may terminate this Agreement at any time and for any reason (or not reason at all) upon thirty (30) days prior written notice to Urban Forestry.

(c) By Urban Forestry. Urban Forestry may terminate this Agreement upon 30 days' prior written notice if Company fails to comply with any of the terms and conditions of this Agreement, and such noncompliance is not cured within such 30 day period.

(d) Automatic Termination. Company's insolvency, receivership, bankruptcy, or assignment for the benefit of creditors will immediately terminate this Agreement without the need for any notice being given.

(e) Effect of Termination. Upon any termination of this Agreement, all licenses granted hereunder will terminate and Company shall return the Documentation to Urban Forestry. Urban Forestry will have no obligation to refund any amounts paid by Company under this Agreement upon its termination.

10. SUPPORT. Upon execution of this Agreement, Urban Forestry, directly or through a third party supplier, will render the services detailed in Exhibit B in support of the Service.

11. GENERAL.

(a) Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party, or (v) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice shall be delivered or sent to a party at its address, fax number or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

(b) Governing Law and Dispute Resolution. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising

under this Agreement, the parties specifically consent and agree that the courts of the State of New York and/or the Federal Courts located in the State of New York will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action will be in Monroe County, New York and/or the U.S. District Court for the Western District of New York. Additionally, the party that loses any such proceeding will pay all costs and expenses incurred by the other party(s) in connection therewith, including all attorneys' and other professional fees and expenses.

(c) **Restricted Rights.** Software acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Urban Forestry must be notified in advance of any license grants to United States federal governmental entities. Company acknowledges that none of the software is licensed for use in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous applications.

(d) **Assignment.** Company may not assign this Agreement without the prior written consent of Urban Forestry. For all purposes under this Agreement, any merger, consolidation, spin-off, acquisition of or change-in-control involving Company will be deemed an assignment. Any attempted assignment by Company will be invalid.

(e) **Partial Invalidity.** If any provision of this Agreement is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

(f) **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

(g) **Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

(h) **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated and supersedes any prior agreements or understandings among the parties with respect to the subject matter hereof. This Agreement may only be amended by a written document signed by all parties. There are no representations, warranties, or obligations of any party not expressly contained herein.

(i) **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. Company shall not directly or indirectly export or re-export the Service in violation of the Export Administration Regulations of the U.S. Department of Commerce.

(j) **Construction.** Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original. In making proof of this Agreement, it will not be necessary to produce more than one counterpart. The headings in this Agreement are for convenience only. They do not constitute a portion of this Agreement and shall not be used in any construction of it.

(k) **Claims; Injunctive Relief.** Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued. Recognizing and acknowledging that any breach by Company of the provisions of Sections 4 or 5 will cause Urban Forestry irreparable damage for which other remedies may be inadequate, Company agrees that, in addition to monetary damages and any other remedies available to Urban Forestry at law or in equity, Urban Forestry shall have the right to petition for such equitable relief as may be necessary to prevent such a breach or threatened breach without having to prove actual damages.

(l) **Purchase Orders.** Company agrees that any purchase order or similar document that it may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

(m) **Survival.** The provisions of this Agreement that by their nature would survive its termination will survive indefinitely.

(n) **Third Party Beneficiary.** Company hereby agrees that the licensors of third party software to Urban Forestry shall be considered third party beneficiaries of this Agreement and shall be entitled to bring a direct action against Company in the event of breach of any applicable provisions of this Agreement, pursuant to the terms and conditions of this Agreement.

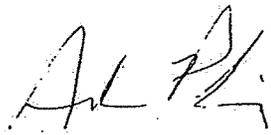
[signature page follows]

By signing below, the parties agree to the terms of this Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

COMPANY:

Name: Village of Brockport, New York

Urban Forestry LLC:



By: _____
Signature

By: _____
Signature

Print Name

Andrew Pleninger
Print Name

Title

Vice President
Title

Date

July 11, 2013
Date

Address for Notices:

Address for Notices:
2553 Creek Road
Palmyra, New York 14522

EXHIBIT A
FEES

The Company shall pay the following fees in connection with the Service:

Five Year License/Activation Fee: **\$750** . At the end of five years a renewal of fee of \$500 will be required to maintain service and a new annual subscription fee will be determined.

Annual Subscription Fee of : **\$480** . The annual subscription fee will be lock at this rate for five years from the date of this agreement. The billing cycle will run from June 1 to May 31. The first invoice will be prorated and billed reflecting the remaining months from the month that online service is activated thru May 31, 2014.

Data Import Fee: **\$0**

EXHIBIT B

CUSTOMER SUPPORT AND MAINTENANCE

This Schedule sets forth the additional terms and conditions under which Urban Forestry will provide customer support and maintenance services in connection with the Service licensed to Company pursuant to this Agreement.

Customer Support Contact Information:

AWW Web Site: <https://www.arborwebworks.com>

Designated Contacts for Support:

Name: <u>Andrew Pleninger</u>	Name: <u>Christopher Luley</u>
Vice President	Vice President
Title: _____	Title: _____
585-415-8720	585-330-1722
Phone Number: _____	Phone Number: _____
andy@urbanforestryllc.com	chris@urbanforestryllc.com
Email Address: _____	Email Address: _____

The contact information above is current as of the date of this Agreement. Urban Forestry reserves the right to change any contact information from time to time upon notice to the Designated Contacts.

1. ADDITIONAL DEFINITIONS.

(a) **“Designated Contacts”** means the individuals designated by Company and agreed to by Urban Forestry who are authorized to contact Urban Forestry’s customer support staff and who will coordinate all of Company’s Error submissions and support requests.

(b) **“Error”** shall mean a reproducible defect in the Service when operated on a Supported Environment, which causes the Service not to operate substantially in accordance with the Documentation.

(c) **“Error Correction”** means a modification or patch that brings the Service into substantial conformance with the Documentation, or a procedure, routine or other information that enables Company to avoid the practical adverse effect of an Error.

(d) **“Maintenance Release”** means an update to an existing version of the Service containing Error Corrections or minor functionality enhancements. A Maintenance Release is designated as a numbered service pack for the current version, with no change in the version number.

(e) **“New Version Release”** means a new version of the Service containing new features or enhancements to functionality. A New Version Release is designated by an increase in the version number. e.g. from 2.5 to 2.6 or 3.0. “New Version Release” only includes releases of the Service in a language included in Company’s License Configuration.

2. SUPPORT SERVICES.

(a) **Standard Support Provided.** During the Term of the Agreement, Urban Forestry will provide the following support, subject to the procedures and limitations described herein at no additional charge: (i) clarifying and assisting in the operation of the features and functions of the Service; (ii) clarifying the Documentation; (iii) assisting in identifying and verifying the causes of suspected Errors; and (iv) providing Error Corrections. During the Term of this Agreement, Company will have access to AWW’s online users manual located within the application. The Manual provides Company with guidance in the use of AWW to enhance Company’s knowledge of the Service.

(b) **Contacting Customer Support.** If Company is unable to resolve an issue or question with respect to the Service using the Online Manual, the Designated Contacts may contact a customer support representative to receive support using one of the methods described below. Urban Forestry will provide support only in English and only to the Designated Contacts. Any communication between the Designated Contacts and a customer support representative must be in English. Urban Forestry will not provide support to end users of the Service or to any person other than the Designated Contacts.

(i) **Telephone Hot Line.** Urban Forestry will provide telephone support to the Designated Contacts between the hours of 6am and 6pm EST, excluding Urban Forestry’s holidays (the “Support Hours”). Urban Forestry will provide Company with a list of Urban Forestry’s holidays and any reduced support hours on those holidays upon request.

(ii) **Web Email Template.** Urban Forestry will use commercially reasonable efforts to provide an acknowledgement to web email sent to the emails provided below within 4 business hours after Urban Forestry receives the email.

(c) **Error Correction.** When Company reports an Error to Urban Forestry, Company should include a detailed description of the Error and the severity level determined in accordance with Section 2(d) below. When Urban Forestry receives notice of an Error, Urban Forestry will assign a problem tracking number to be included in all correspondence between Company and Urban Forestry related to the Error and after Urban Forestry’s e-mail acknowledgement described in Section 2(b)(ii) Urban Forestry will provide a response in accordance with the severity levels and response times identified in Section 2(d). Thereafter, Urban Forestry will use commercially reasonable efforts to provide an Error Correction.

(d) **Response Times.** Urban Forestry’s response to an Error depends on the severity of the Error as determined by Table 1. For each level of severity, Urban Forestry’s customer support representatives will use commercially reasonable efforts to respond, during the Support Hours. Response time is the time from Urban Forestry’s receipt of notice of the Error until Urban

Forestry contacts the Designated Contact reporting the Error to begin resolution efforts, not the time to deliver an Error Correction.

(e) **Exclusions from Support Program**. Urban Forestry is not responsible or liable for causes external to the Service, including but not limited to: (i) the Service was not used in accordance with this Agreement; (ii) your computer malfunctioned and the malfunction caused a defect in the Service; (iii) any other cause within the Company's control caused by a defect in the Service; or (iv) modifications, alterations, or additions to the Service by parties other than Urban Forestry (including without limitation, modifications, alterations, or additions to the Service made by Company (the "Excluded Services"). Any maintenance or services required to fix the Excluded Services will be billed to Company on a time-and-materials basis in accordance with Urban Forestry's then current rates. Such services shall be set forth on a mutually agreed upon Statement of Work. If Urban Forestry is required or requested to travel to Company's facilities, any services will be provided at then current time and materials rates and Company will reimburse Urban Forestry for all reasonable travel expenses, including meals and lodging.

3. COMPANY'S RESPONSIBILITIES.

(a) **Assistance in Providing Support**. Company will provide reasonable assistance to Urban Forestry in determining and resolving Errors.

(b) **Designation of Support Contacts**. Company will designate up to the number of individuals specified in this Agreement as the Designated Contacts for receiving support hereunder and notify customer support of the Designated Contacts. Company may change the Designated Contacts by notifying customer support, but may not have more than the number of Designated Contacts set forth above at any one time. Each Designated Contact may not be changed more than once in a 30-day period.

(c) **Training**. Urban Forestry, LLC will provide unlimited access to online webinar user training sessions that will be periodically offered.

4. NEW RELEASES OF THE SERVICE.

(a) **Maintenance Releases Provided with Support**. Urban Forestry will provide to Company any Maintenance Releases and New Version Releases that Urban Forestry makes generally available to end users who during the Term at no additional charge. Any Maintenance Releases or New Version Releases are part of the Service and subject to the terms and conditions of this Agreement. The designation of a Service release as a Maintenance Release or a New Version Release will be made by Urban Forestry in Urban Forestry's reasonable discretion.



Urban Forestry, LLC - AWW

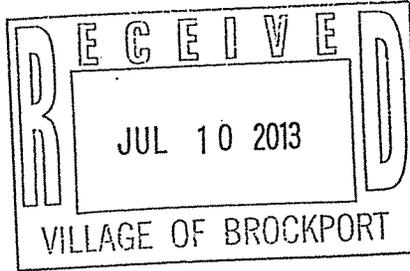
2553 Creek Road
Palmyra, NY 14522

Phone #	585-415-8720
---------	--------------

Invoice

Date	Invoice #
7/10/2013	2012 -3
Tax ID#	16-1581521

Bill To
Village of Brockport, NY 49 State Street Brockport, NY 14420 Atten: Margay Blackman



P.O. Number	Terms

Quantity	Description	Price Each	Amount
1	5 Year License Fee Tax Exempt Municipal	750.00 0.00%	750.00 0.00

Total		\$750.00
--------------	--	----------

Summary of Grant Projects for which a Resolution is required in the application:

Main Street Revitalization Project

The Village is applying to the Office of Community Renewal's Main Street Program, through the NYS Consolidated Funding Application. The purpose of this grant program is to make improvements to historic Main Streets, as part of economic development and revitalization. The Village will apply for up to \$200,000 (final costs have not yet been determined) to make building and streetscape improvements in the target area. The grant request may also include administration costs, for up to 7.5% of the total. Streetscape costs can go up to \$15,000, and there is no match requirement. The target area includes: on the east side, 45 Main St. to the Canal; and on the west side, King St. to Clinton St. Many property owners in the target area have expressed interest in the program, and are in the process of getting cost estimates and submitting their applications. Projects will be chosen and finalized upon award, based on how much money the Village actually receives. Property owners will up-front all of the money for their projects, and will be reimbursed for the state share upon completion and inspection of their actual projects. Property owners must provide at least a 25% match. This grant is due on August 12. Awards are expected to be announced in December, contracts executed in the Spring, and work would begin next summer. Property owners would have two years to complete their projects.

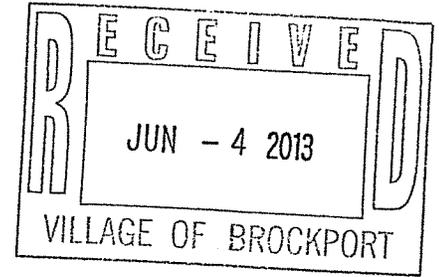
Canalfront Transportation Improvement and Beautification Project

The Village is applying to the New York State Department of Transportation's Transportation Enhancement Program. The purpose of this program is to improve transportation systems through work such as beautification, construction, and repair of transportation corridors. The program is very competitive: only 2-3, possibly 4 projects in the region will be funded this year. The minimum project cost is \$200,000 and is capped at \$2.5 million, including a minimum 20% local match that can come from non-cash sources. The Village will apply for a minimum of \$160,000 in state funds – final costs have not yet been determined. The Village will conduct work to improve the scenic quality, safety, and accessibility of the transportation route that includes the Canal path. Proposed work includes: landscaping the north side of the Canal; refurbishing the two existing light poles and installing two additional ones, with lighting; repairing the broken stairs on the south side of the Smith Street bridge; rehabilitating the concrete wall on the south side of the Smith Street bridge and installing a public mural; and repainting the stamped asphalt along the Canal path. Additional project components may be added as the project is further discussed. Costs may also include administration – waiting for clarification from NYS on that. Awards would likely be made in December, contracts executed in the spring and (design) work started in the summer. The Village would have 5 years to complete the project.



June 3, 2013

Ms. Leslie Morelli
Village of Brockport Clerk
49 State Street
Brockport, New York 14420



RE: Fence Permit Renewal
Rochester Gas and Electric Corporation Property No. 1170
Northwest Corner of Perry and Erie Streets, Village of Brockport
SBL No. - 068.510-0002-004.000

Dear Ms. Morelli:

On August 7, 2000 the Village Board of Trustees granted RG&E a permit to install a fence around the perimeter of its property located at the northwest corner of Perry & Erie Streets and extending onto the western portion of the adjacent property to the east at 108 Erie Street. The fence was installed as a safety precaution to control access to the parcel during environmental studies being initiated by RG&E.

Since permission granted to install the fence was not a variance, but rather a permit that required an annual renewal, please accept this letter as RG&E's request to maintain the fence at the referenced location throughout the duration of the environmental activities. RG&E is actively working on a remediation plan for the project with the NYSDEC and is striving to complete the project as quick as possible. Remedial activities will commence subsequent to regulatory approvals of the clean-up plan and RG&E is hopeful clean-up activities can begin in the fall of 2013 or shortly thereafter.

As requested in your letter dated February 24, 2004, RG&E will submit this request annually during the month of June for the duration of the project so that the request can be presented to the Village Board during the July/August Village Board meeting.

If you should require any additional information, please contact me @ (585) 724-8386 or via email at daniel_kennedy@rge.com. I am the RG&E representative leading the site clean up.

As always, thank you for your assistance with this matter.

Sincerely,

Daniel M. Kennedy
Lead Analyst, RG&E Environmental Remediation

c: Mr. Joseph Fox, Property Owner of 108 Erie Street
ec: Debra Wegman, NY Property Management - RG&E Property Manager
Joseph Simone, P.E., Manager of NYSEG Electric Capital Delivery / Environmental Remediation
David Fingado, P.M.P. Manager of RG&E Electric Capital Delivery / Environmental Remediation

An equal opportunity employer

89 East Avenue | Rochester, NY 14649-0001

www.rge.com

An Iberdrola, U.S.A. Company

* No VB or PB nor Treasurer have NYSEES through Village of Brockport.



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution

RS 2417-A

(12/10)

BE IT RESOLVED, that the Village of Brockport / Location code 40143 hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body:

Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)	Tier 1 (Check only if member is in Tier 1)	Not Submitted (Check box if no record of activities completed or timekeeping system)
Elected Officials									
Appointed Officials									
Village Clerk	Leslie A. Morelli	[REDACTED]	[REDACTED]	8	07/01/13-06/30/14	Y			
Deputy Clerk	Deborah C. Herzog	[REDACTED]	[REDACTED]	8	07/01/13-06/30/14	Y			

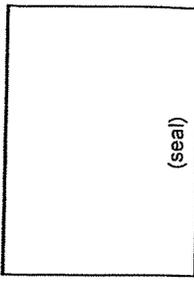
If additional rows are needed, please use form RS2417-B and attach.

On this 16th day of July, 2013, Date enacted: 07/15/2013

I, Leslie Ann Morelli, clerk of the governing board of the Village of Brockport, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 15th day of July, 2013 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of 5 members, and that 5 of such members were present at such meeting and that 5 of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I have hereunto Set my hand and the seal of the Village of Brockport (Name of Employer)



This document consists of 1 page(s) (see additional RS2417-B forms attached).

Affidavit of Posting

Clerk files
w/ NYSDRS
after 30 days

Location Code: 40143

Employer Name: Village of Brockport

Affidavit attesting that the Standard Work Day and Reporting Resolution was posted and available to the public for a minimum of 30 days.

State of New York)
)
County of Monroe)

Leslie Ann Morelli being duly sworn, deposes and says:
(Name)

1. That (s)he is the Village Clerk of Village of Brockport.
(Title) (Employer)
2. That the posting of the Resolution began on 07/16/2013 and continued for at least 30 days.
3. That the Resolution was posted and available to the public on the (please check one):
 Employer's website at _____
 Official sign board at Brockport Village Hall
 Main entrance to office of the clerk at _____

Name _____
(Signature of clerk of governing body)

Title Village Clerk

ADOPT VILLAGE STOP SIGNS & TRAFFIC SIGNAL LIGHT -

⇒ Trustee _____ moved, Trustee _____ seconded, carried / adopting the following stop signs and traffic signal light for the Village of Brockport:

Stop Signs:

- 1) Adams Street at Chappell Street (eastbound)
- 2) Adams Street at Utica Street (westbound)
- 3) Allen Street at Centennial Avenue (southbound)
- 4) Anita's Lane at Anita's Lane (eastbound)
- 5) Anita's Lane at East Avenue (northbound)
- 6) Barry Street at Fayette Street (westbound)
- 7) Barry Street at Keable Court (eastbound and westbound)
- 8) Beach Street at Erie Street (northbound)
- 9) Beach Street at Holley Street (southbound)
- 10) Berry Street at Fayette Street (eastbound)
- 11) Beverly Drive at Idlewood Drive (eastbound)
- 12) Briar Rose Lane at West Avenue (northbound)
- 13) Brockview Drive at Frazier Street (southbound)
- 14) Brockway Place at Chappell Street (westbound)
- 15) Brockway Place at Main Street (eastbound)
- 16) Brook Terrace at #24 Brook Terrace (northbound)
- 17) Brook Terrace at Brookdale Road (southbound)
- 18) Brook Terrace at South Avenue (northbound)
- 19) Brookdale Road at Main Street (westbound)
- 20) Burroughs Terrace at Fair Street (southbound)
- 21) Candlewick Drive at Havenwood Drive (westbound)
- 22) Carolin Drive at Clark Street (northbound and southbound)
- 23) Carolin Drive at West Avenue (northbound)
- 24) Centennial Avenue at Allen Street (westbound)
- 25) Centennial Avenue at Main Street (eastbound)
- 26) Central School Drive and Centennial Avenue (northbound)
- 27) Chappell Street at Adams Street (northbound)
- 28) Chappell Street at Centennial Avenue (southbound)
- 29) Cherry Drive at Clark Street (northbound)
- 30) Cherry Drive at Evergreen Road (southbound)
- 31) Clark Street at Carolin Drive (eastbound and westbound)
- 32) Clark Street at Evergreen Road (eastbound)
- 33) Clark Street at Kimberlin Drive (westbound)
- 34) Clark Street at Main Street (eastbound)
- 35) Clark Street at Smith Street (eastbound and westbound)
- 36) Clinton Street at Main Street (eastbound)
- 37) Cloverwood Drive at Candlewick Drive (northbound)
- 38) Coleman Creek Road at Central School Drive (northbound)
- 39) Coleman Creek Road at Main Street (eastbound)
- 40) College Street at Main Street (eastbound)
- 41) College Street at Utica Street (westbound)
- 42) Commencement Drive at Holley Street (northbound)
- 43) Cyrus Way at McCormick Lane (northbound)
- 44) Erie Street at Beach Street (eastbound and westbound)
- 45) Erie Street at Perry Street (eastbound and westbound)

*Reviewed by
DW SpB -
reflects deletion
of a few deletions
no longer by
Village*

- 46) Erie Street at Utica Street (eastbound and westbound)
- 47) Evelyn Drive at Glendale Road (westbound)
- 48) Evergreen Road at Clark Street (northbound)
- 49) Fair Street at Quaker Maid Street (eastbound)
- 50) Fayette Street at East Avenue (northbound)
- 51) Frazier Street at Fayette Street (westbound)
- 52) Frazier Street at Glendale Road (eastbound and westbound)
- 53) Frazier Street at Keable Court (eastbound and westbound)
- 54) Gardner Alley at Clinton Street (northbound)
- 55) Gardner Alley at King Street (southbound)
- 56) Glendale Road at Barry Street (southbound)
- 57) Glendale Road at East Avenue (northbound)
- 58) Glendale Road at Frazier Street (northbound and southbound)
- 59) Gordon Street at Spring Street (southbound)
- 60) Gordon Street at State Street (northbound)
- 61) Graves Street at Clark Street (southbound)
- 62) Graves Street at West Avenue (northbound)
- 63) Havenwood Drive at East Avenue (northbound)
- 64) High Street at Park Avenue (westbound)
- 65) Hillcrest Parkway at Main Street (westbound)
- 66) Holley Street at Main Street (eastbound)
- 67) Holley Street at Perry Street (eastbound and westbound)
- 68) Holley Street at Utica Street (eastbound and westbound)
- 69) Idlewood Drive at Clark Street (southbound)
- 70) Idlewood Drive at West Avenue (northbound)
- 71) Keable Court at Barry Street (southbound)
- 72) Keable Court at Frazier Street (northbound)
- 73) Kimberlin Drive at Clark Street (southbound)
- 74) Kimberlin Drive at West Avenue (northbound)
- 75) King Street at Utica Street (westbound)
- 76) Liberty Street at Fayette Street (eastbound)
- 77) Liberty Street at Main Street (westbound)
- 78) Lincoln Street at King Street (northbound)
- 79) Locust Street at Barry Street (northbound)
- 80) Lyman Street at Fayette Street (westbound)
- 81) Lyman Street at Locust Street (eastbound)
- 82) Market Street at Main Street (westbound)
- 83) Market Street at Park Avenue (eastbound)
- 84) Maxon Street at Kenyon Street (westbound)
- 85) Maxon Street at Utica Street (eastbound)
- 86) McCormick Lane at East Avenue (northbound)
- 87) Meadowview Drive at Clark Street (northbound)
- 88) Meadowview Drive at Evergreen Road (southbound)
- 89) Mercer Street at Chappell Street (eastbound)
- 90) Monroe Avenue at Holley Street (westbound)
- 91) Monroe Avenue at Main Street (eastbound)
- 92) Monroe Avenue at Utica Street (eastbound and westbound)
- 93) Morgan Court at Evergreen Road (eastbound)
- 94) Oxford Street at Spring Street (southbound)
- 95) Oxford Street at State Street (northbound)
- 96) Park Avenue at South Street (east and west of triangle)

- 97) Park Avenue at State Street (northbound and southbound)
- 98) Quaker Maid Street at South Avenue (southbound)
- 99) Quarry Street at Locust Street (westbound)
- 100) Queen Street at Clinton Street (northbound)
- 101) Queen Street at Erie Street (northbound and southbound)
- 102) Queen Street at Holley Street (southbound)
- 103) Smith Street at Clark Street (northbound and southbound)
- 104) Smith Street at West Avenue (northbound)
- 105) South Avenue at Brook Terrace (eastbound)
- 106) South Avenue at Main Street (westbound)
- 107) South Avenue at Owens Road (eastbound)
- 108) South Avenue at Quaker Maid Street (westbound)
- 109) South Street at Main Street (westbound)
- 110) South Street at Park Avenue (eastbound)
- 111) State Street at Park Avenue (eastbound and westbound)
- 112) Union Street at Park Avenue (eastbound)
- 113) Utica Street at Adams Street (southbound)
- 114) Utica Street at Clinton Street (northbound)
- 115) Utica Street at College Street (northbound and southbound)
- 116) Utica Street at Erie Street (northbound and southbound)
- 117) Utica Street at Holley Street (northbound and southbound)
- 118) Utica Street at Monroe Avenue (northbound and southbound)
- 119) Victory Drive at Barry Street (southbound)
- 120) Victory Drive at Frazier Street (northbound)
- 121) Water Street at Market Street (southbound)
- 122) Westwood Drive at Glendale Road (westbound)
- 123) Willowbrooke Drive at West Avenue (northbound)

Traffic Signal Light:

- 1) Adams Street & Kenyon/Allen Streets

DRAFT

Village of Brockport Meetings
August 2013 – August 2014

ok
per 7/9
work session

Village Board Meetings

Meetings begin at 7pm and are held at Village Hall

1st & 3rd Monday of each month as follows:

Submittal Deadline: Wednesday by Noon prior to meeting date

August 5, 2013	January 6, 2014
August 19, 2013	January 20, 2014 – NONE due to holiday
September 2, 2013 – NONE due to holiday	February 3, 2014
September 16, 2013	February 17, 2014 – NONE due to holiday
October 7, 2013	March 3, 2014
October 21, 2013	March 17, 2014
November 4, 2013	April 7, 2014 (includes budget hearing – different venue)
November 18, 2013	April 21, 2014
December 2, 2013	May 5, 2014
December 16, 2013	May 19, 2014
	June 2, 2014
	June 16, 2014 – NONE due to room prep for Village Elections
	July 7, 2014 (includes swearing in)
	July 21, 2014 (includes organizational component)
	August 4, 2014
	August 18, 2014

Plus the following work sessions the 4th Monday as follows:

August 26, 2013	January 27, 2014
September 23, 2013	February 24, 2014
October 28, 2013	March 24, 2014
November 25, 2013	April 28, 2014
December 23, 2013 – NONE due to proximity to holiday	May 26, 2014 – NONE due to holiday
	June 23, 2014
	July 28, 2014
	August 25, 2014

Planning Board Meetings

Meetings begin at 7pm and are held at Village Hall

2nd Monday of each month (only upon application)

Submittal Deadline: Monday by Noon at least 2 weeks prior to meeting date

August 12, 2013	January 13, 2014
September 9, 2013	February 10, 2014
October 14, 2013 – NONE due to holiday	March 10, 2014
November 11, 2013 – NONE due to holiday	April 14, 2014
December 9, 2013	May 12, 2014
	June 16, 2014
	July 14, 2014
	August 11, 2014

Zoning Board of Appeals Meetings

Meetings begin at 7pm and are held at Village Hall

1st Thursday of each month (only upon application)

Submittal Deadline: Tuesday by Noon at least 3 weeks prior to meeting date

August 1, 2013	January 2, 2014
September 5, 2013	February 6, 2014
October 3, 2013	March 6, 2014
November 7, 2013	April 3, 2014
December 5, 2013	May 1, 2014
	June 5, 2014
	July 3, 2014 – NONE due to proximity to holiday
	August 7, 2014

Historic Preservation Board Meetings

Meetings begin at 7:15pm and are held at Village Hall

3rd Thursday of each month unless otherwise noted (as needed)

August 15, 2013	January 16, 2014
September 19, 2013	February 20, 2014
October 17, 2013	March 20, 2014
November 21, 2013	April 17, 2014
December 19, 2013	May 15, 2014
	June 19, 2014
	July 17, 2014
	August 21, 2014

Other Boards and Committees:

Meeting schedules and locations vary

Seymour Library Board, Tree Board, Code Review Committee, Walk Bike Brockport Action Group, Parks Committee, Welcome Center Management Committee, Emily L. Knapp Museum & Library of Local History Committee, Ethics Board

DRAFT

to be determined

**VILLAGE OF BROCKPORT
VILLAGE BOARD LIAISONS
TO DEPARTMENTS / AREAS / BOARDS / COMMITTEES / OUTSIDE ENTITIES
JULY 2013 – JULY 2014**

Mayor Blackman, Trustee/Deputy Mayor Andrews, Trustees Ciciotti, Hannan, La Pierre

Personnel / Human Resources

Blackman

Budget & Finance

Blackman

Town/Gown Relations
(SUNY College at Brockport)

Blackman

Intergovernmental Relations
(Towns of Sweden & Clarkson)

Blackman & Andrews

Police Department

Building / Zoning / Code Enforcement
Planning Board
Zoning Board of Appeals
Code Review Committee

Department of Public Works
Parks Committee

History
Historic Preservation Board
Emily L. Knapp Museum & Library of Local History
Brockport Community Museum

Economic Development
Farmers Market
Welcome Center Management Committee
BMA (Brockport Merchants Association)
GBCoC (Greater Brockport Chamber of Commerce)
GBDC (Greater Brockport Development Corporation)

Seymour Library Board

Tree Board

Walk Bike Brockport Action Group

1 charge per
2/9 work
session

VILLAGE OF BROCKPORT
FEE SCHEDULE
AMENDED 7/24/12

To be noted on invoices: All bills and charges are payable net cash within thirty (30) days. A delinquent charge of 10% will be added for non-payment by the due date. Failure to pay may result in the re-levy of said charges plus delinquent charges on your next Village tax bill.

VILLAGE BOARD FEES

- Rezoning application..... 500.00
- Blasting permit.....\$200.00

ZONING BOARD OF APPEALS FEES

- Area Variance.....\$200.00
- Use Variance.....\$300.00
- Interpretation.....\$150.00
- Home Occupations.....\$25.00
- Travel trailer / dumpster approval.....\$25.00
- Other (special permit or authorization required by code).....\$150.00

PLANNING BOARD FEES

- Commercial / Industrial Change of use.....\$45.00
- Residential Change of use.....\$35.00
- Site plan (new construction) (less than 5 acres).....\$300.00
includes stormwater pollution prevention plan review
- Site plan (new construction) (greater than 5 acres)\$600.00
includes stormwater pollution prevention plan review
- Site plan (other).....\$250.00
includes stormwater pollution prevention plan review
- Residential subdivisions (less than 5 acres)\$200.00 plus \$50 per lot
includes stormwater pollution prevention plan review
- Residential subdivisions (greater than 5 acres).....\$600.00 plus \$50 per lot
includes stormwater pollution prevention plan review
- Re-subdivision.....\$50.00
- Residential Fences (front yard).....25.00
- Commercial / Industrial Fences (includes dumpster enclosures).....\$50.00
- Residential / Commercial / Industrial parking lots.....\$50.00
includes stormwater pollution prevention plan review
- Changes to or alteration of or extension of previous approvals.....\$50.00
- Special Meeting at request of applicant
.....\$50.00 in addition to application base fee
- Public Hearing if Board deems necessary
.....\$100.00 in addition to application base fee

ENGINEERING INSPECTIONS & STORMWATER INSPECTIONS

Engineering costs charged to the Village for site inspections or stormwater inspections shall be the responsibility of the applicant / developer. Village engineering inspections are based on

time spent and will either be invoiced or utilized from the letter of credit. Village stormwater inspection fee is \$50 per inspection and will either be invoiced or utilized from the letter of credit.

MISCELLANEOUS

- Tax Search..... \$20.00
- Copies..... \$.25 per page
- Returned Check Charge..... \$20.00
- Zoning Map (color)..... \$5.00
- Sign Permit..... \$30.00 per sign
- Sidewalk Café Permit..... \$200.00
 - \$150 of the \$200 is returnable at the end of season if no violations.
- Hawking & Peddling Permit 1 to 7 days..... \$100.00
 - 6 months or less..... \$250.00
 - 1 year..... \$500.00
- Parade / Procession Permitno charge
- Fireworks Permit.....no charge
- Appliance with Freon..... \$25.00
- Garbage and Trash Pick-Up cost to Village plus \$50.00 for first calendar year
(CY) offense, cost plus \$100 for second CY offense, cost plus \$250 for third CY offense.
- Garbage Cans Pick-Up..... \$25.00 per can
- Lawn Mowing..... \$150 per hour (1 hour minimum) per man plus equipment
- plus \$50.00 for first calendar year (CY) offense, plus \$100 for second CY offense, plus \$250 for third CY offense.
- Weekly Commercial Waste Hauler Permit..... \$1,500.00 (annually)
- Other Commercial Waste Hauler Permit..... \$500.00 (annually)
- Facilities Use Permit \$25.00 deposit
- Electrical Inspection Agency Permit..... \$150.00 (annually)
- Demolition permit – Residential structures..... \$30.00
- Demolition permit - Commercial structures..... \$50.00
- Demolition permit – Industrial structures..... \$100.00

CANAL FRONT AMMENITIES

- Boats 16' or less..... \$4.00
- Boats 17' – 30'..... \$6.00
- Boats 31' – 40'..... \$12.00
- Boats 40'..... \$15.00
- Commercial Boats..... \$20.00

POLICE DEPARTMENT FEES

- Copy of Police Report.....no charge
- Fingerprinting (NON-Village resident/merchant)..... \$15.00
- Record Check..... \$5.00

Pay at Village Hall for fingerprinting or Brockport record check then go to Police Department.

- Parking
 - Illegally Parked.....\$30.00
 - Winter Parking Ordinance.....\$40.00
 - Fire Lane / Hydrant.....\$50.00
 - Handicapped Parking.....\$60.00*

Fines doubled if not paid or contested within 10 days.

Fines tripled if not paid or contested within 30 days.

*Applicable NYS surcharges may be applied by the adjudicating agency.

BUILDING / FIRE APPLICATION FEES

RESIDENTIAL NEW HOME CONSTRUCTION – includes Certificate of Occupancy inspection fee:

- 800 – 1,100 square feet.....\$400
- 1,101 – 1,300 square feet.....\$550
- 1,301 – 1,500 square feet.....\$650
- 1,501 – 1,700 square feet.....\$700
- 1,701 – 2,000 square feet.....\$750
- 2,001 – 3,000 square feet.....\$800
- 3,001 – 5,000 square feet.....\$850
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$100.00 each item

RESIDENTIAL NEW CONSTRUCTION – (additions, remodeling) - includes Certificate of Occupancy inspection fee:

- Value of construction from \$0 - \$500.....\$65
- Value of construction from \$500 - \$10,000.....\$85
- Value of construction from \$10,000 - \$50,000.....\$105
- Value of construction from \$50,000 - \$100,000.....\$125
- Value of construction from \$100,000 - \$150,000.....\$145
- Value of construction from \$150,000 and up.....\$175
plus \$10.00 for each \$10,000 of construction value
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$100.00 each item

COMMERCIAL NEW CONSTRUCTION – (additions, remodeling) – includes Certificate of Occupancy Inspection fee:

- Value of construction from \$0 - \$500.....\$100
- Value of construction from \$500 - \$10,000.....\$120
- Value of construction from \$10,000 - \$50,000.....\$140
- Value of construction from \$50,000 - \$100,000.....\$160
- Value of construction from \$100,000 - \$150,000.....\$180
- Value of construction from \$150,000 and up.....\$200
plus \$10 for each \$10,000 of construction value
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item

- Inspection deficiency – any life-safety items.....\$100.00 each item

RESIDENTIAL ACCESSORY STRUCTURES – includes Certificate of Compliance inspection fee:

- Decks.....\$35
- Above ground pools.....\$50
- In ground pools.....\$100
- Sheds (144+sf).....\$30
- Gas appliances i.e. hot water heater, furnace.....\$20
- Gas appliances..... i.e. fireplace, gas log sets, fixed piped home generators.....\$20.00
- Temporary Construction Trailer.....\$50.00
- Inspection deficiency – 3 or more non life-safety items.....\$25.00 each item
- Inspection deficiency – any life-safety items.....\$50.00 each item

RENTAL PROPERTY CERTIFICATE OF OCCUPANCY / OPERATIONAL PERMITS

- Residential rental registration.....\$50 per property
- Single family rental Code 210.....\$50
- Two family rental Code 220.....\$100
- Three family rental Code 230.....\$150
- Townhouses Code 411.....\$20.00 per unit
- Apartment building Code 411.....\$150.00 per building
- Inn / rooming house Code 418.....\$100.00
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$10.00 each item
- Re-inspections for non-compliant results after 30 days will double the C of O fee

OPERATIONAL FIRE-SAFETY PERMITS & INSPECTION FEES

- Educational.....\$100.00 (annually)
- Place of Public Assembly 100 persons or greater\$100.00 (annually)
- Assembly uses 50 – 100 persons.....\$50.00 (annually)
- Manufacturing.....\$100.00(annually and/or as local conditions require)
- Fairs/festivals.....\$200.00 (annually)
- Repair/service garages.....\$100.00 (3 year intervals)
- Mercantile over 5000sqft.....\$100.00 (3 year intervals)
- Business use over 5000sqft.....\$100.00 (3 year intervals)
- Food service establishments.....\$35.00 (yearly and/or as local conditions require)
- Other.....\$100.00 (yearly and/or as local conditions require)
- Inspection deficiency – 3 or more non life-safety items.....\$50.00 each item
- Inspection deficiency – any life-safety items.....\$100.00 each item
- Re-inspections for non-compliant results after 30 days will double Operating Permit fee

PLUMBING & SEWER FEES

- Plumbing License.....\$25.00
- Plumbing Permit.....\$40.00 plus \$4.00 per fixture
- Sewer Tap Inspection (Monroe County Pure Waters).....\$250.00 plus
If Village installed.....\$300.00

- If contractor installed.....\$125.00
- Sewer Rental Fee:
 - In District Sewer Users.....\$1.16/1,000 gallons water used
 - Out of District Sewer Users\$1.16/1,000 gallons water used

change to \$1.66/1,000

WATER:
Water Rate Schedule

Rates for the sale of water to all customers of the Board of Water Commissioners.

QUARTERLY METERED SERVICE WITHIN THE VILLAGE OF BROCKPORT:

All Water Usage \$ 4.66 per M gallons
Minimum Billing \$20.00 per quarter

QUARTERLY METERED SERVICE OUTSIDE THE VILLAGE OF BROCKPORT:

All Water Usage \$ 5.99 per M gallons
Minimum Billing \$25.00 per quarter

MONTHLY METERED SERVICE WITHIN THE VILLAGE OF BROCKPORT:

All Water Usage \$ 4.66 per M gallons
Minimum Billing \$20.00 per month

MONTHLY METERED SERVICE OUTSIDE THE VILLAGE OF BROCKPORT:

All Water Usage \$ 5.99 per M gallons
Minimum Billing \$25.00 per month

UN-METERED WATER:

The rate for un-metered water sales shall be \$6.00 per thousand gallons

TERMS AND PAYMENT:

All bills and charges of the Water Commissioners are payable net cash within thirty (30) days. A delinquent charge of 10% will be added to the bill for non-payment by the due date.

Frozen meter fee \$100 plus equipment and labor

SERVICE CONNECTIONS:

The fees charged upon application for water service tap (including meter) to the Commissioner's are as follows:

SIZE OF SERVICE	Fee Charge
3/4" and 1" with 5/8" or 3/4" meter and under.....	\$1,000.00
3/4" and 1" with 1" meter.....	\$1,880.00
1 1/2" meter and above.....	to be charged a fee equal to the time and materials used to render the service plus 10%

The Commissioners will install the service pipe and appurtenances on public streets from the water main to and including the curb box and shutoff. Easements acceptable to the Commissioners must be furnished to them for service installation if private property is involved. Water meters will be furnished and connected by the Commissioners and will remain the property of the Commissioners. (Section IV and Section V)

Where a tap already exists, or is being installed under a Main Extension, the fees charged are

as follows:

SIZE OF SERVICE	Fee Charge
¾" and under	\$250.00
1".....	\$300.00
1 ½" meter and above.....	to be charged a fee equal to the time and materials used to render the service plus 10%

In addition to the fee charges set forth above for the service taps and water installation, there will be an additional charge if, upon installation, the Water Department has to supply any other necessary parts in order to effect the installation.

SERVICE DISCONTINUANCE

Any water service account which carries an unpaid balance for two billing quarters or more is subject to discontinuance of service, and a fee of \$100.00 will be collected prior to restoration of the service.

Any use or attachment to an unprotected, unmetered fire hydrant for other than fire-fighting purposes is subject to an Unauthorized Hydrant Use Fee of \$500.00.

The rate for unmetered water sales shall be \$6.00 per thousand gallons.

ok as is
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work session

**Village of Brockport
Purchasing / Procurement Policy
Amended 7/24/12**

Section 104-b of the General Municipal Law (GML) requires every municipality to adopt internal policies governing all procurement of goods and services not subject to the bidding requirements of GML Section 103 or any other law. In accordance with that requirement, the following guidelines are established for use by the Village of Brockport.

Guideline 1. Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Section 103. Every village officer, board member, department head or other personnel with the requisite purchasing authority (the Purchaser) shall adhere to this policy. An employee wishing to make a purchase on behalf of the Village must have the purchase authorized by the appropriate department head.

Guideline 2. All purchases of:

- (a) Goods, services, equipment or public works contracts shall be executed through a purchase order, which will be preceded by a Request for Purchase Order.
- (b) Purchases which will exceed the threshold amount set forth in GML Section 103 (\$20,000 for goods and equipment purchases and \$35,000 for Public Works Contracts) shall be formally bid pursuant to this law and shall be executed only after appropriate Village Board approval has been obtained.

Guideline 3. All purchases of goods, services, equipment or public works contracts:

- (a) Less than \$10,000 but greater than \$500 require a written request for proposal (RFP), written/fax quotes from three (3) vendors.
- (b) Purchases equal to or in excess of \$2,000 will also require approval of the Village Board.
- (c) Purchases of less than \$2,000 are at the discretion of the Department Head.
- (d) Any written RFP shall be from a reputable vendor, and must describe the desired goods, quantity and particulars of delivery. The Purchaser shall use the Quotation Log to compile a list of all vendors from whom written/fax quotes have been requested; and the written/fax quotes offered, and all information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the RFP. The Quotation Log must be signed by the employee and the Department Head.

Guideline 4. The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification as to why it is in the best interest of the Village and its taxpayers to make an award to other than the low bidder. If a vendor is not deemed responsible, facts supporting that judgment shall also be documented and

filed with the record supporting the procurement.

Guideline 5. A good faith effort shall be made to obtain the required number of proposals or quotations. However, if the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made. In no event shall the inability to obtain the required proposals or quotations be a bar to the procurement.

Guideline 6. In the event that there is only one supplier for a particular good or service, care must be taken to document that the item or service is unique in its benefits as compared to other items or service available in the market place. The Purchaser must be sure that no other item or service provides a substantially equivalent or similar benefit. These facts must be documented on the Quotation Log and filed with the purchase request.

Guideline 7. In the event a good or service can be obtained under a city, county or state contract bid, the Purchaser must document the **current year** contract number, whether it is a city, county, or state bid, the price per unit and the total cost of the purchase.

Guideline 8. Except when directed by the Village Board, no solicitations of written proposals or quotations shall be required under the following circumstances:

- (a) Emergencies;
- (b) Goods purchased from agencies for the blind or severely handicapped;
- (c) Goods purchased from correctional facilities;
- (d) Goods purchased from another governmental agency;
- (e) Goods purchased at auction - shall be done at or below any established limit agreed upon by the Village Board.

Guideline 9. This policy shall be reviewed annually or as deemed necessary by the Village Board.

Village of Brockport
Vehicle Usage Policy
Amended 07/24/12

ok as is
per 7/9
work session

Policy Statement – The village board may assign a village vehicle to a village official or employee (whether on a case-by-case or continual basis). The village owns and maintains such vehicles, including related equipment, explicitly to conduct official village business. Personal use and the use of vehicles, including related equipment, for the private gain of any official or employee, including related equipment, except for commuting and de minimus personal use, is prohibited.

General Standards – Compliance with this policy requires observance of the following standards.

- The village board shall authorize (whether on a case-by-case or continual basis) the purpose(s) for which a village vehicle may be used.
- A formal written request for any use outside the scope of normal daily use must be made 2 weeks prior to its use.
- A department head to which the village board has assigned a vehicle, including any related equipment, shall maintain the general administrative jurisdiction of said vehicle, including directing its use by a subordinate.
- A department head shall maintain under his control and jurisdiction all keys to a vehicle assigned to his department when such vehicle is not in use.
- A village official or employee shall not use a village vehicle for an unauthorized purpose.
- A village official or employee cited for a parking violation, moving violation, or any other driving infraction or offense while using a municipal vehicle shall notify his supervisor as soon as practicable and within 24 hours of such citation.
- A village official or employee operating a village vehicle shall be personally liable for fines resultant from conviction of a parking violation, moving violation, or any other driving infraction or offense committed while using a village vehicle.
- A village official or employee involved in a motor vehicle accident while using a municipal vehicle shall notify his supervisor as soon as practicable and within 24 hours of such accident; the applicable department head shall notify the mayor and file an accident report in the village clerk's office as soon as practicable and within 48 hours of such accident.
- A village official or employee shall not transport in a village vehicle persons who are not village officials or employees (exception: department supervisors issued take home vehicles may transport family members while maintaining 24/7 availability to their respective department in a non-emergency mode), or material or persons unrelated to the conduct of village business. For the purpose of this policy, persons affected by emergency situations to which village emergency responders have responded are related to the conduct of village business.
- A village official or employee to whom a village vehicle is assigned shall not allow their spouse or another to drive said vehicle.
- A village official or employee to whom a village vehicle, excluding a police vehicle, is assigned shall lock the same when not in use.
- A village official or employee shall notify the appropriate department head of any malfunction of a village vehicle while it is assigned to him.
- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on village vehicles at any time, except those of a limited community service nature that have been authorized by the village board.
- Village vehicles, except unmarked police vehicles, shall be clearly marked with identification as approved by the village board.
- Smoking and the use of smokeless tobacco in village vehicles are prohibited.

Standards for Use of Police Vehicles – The standards described by Brockport Police Department General Order 325 apply to the use of police vehicles in addition to the foregoing “General Standards.”

Taxable Fringe Benefit – Employees authorized to use a village vehicle on a 24-hour-per-day, seven-day-per-week basis may be subject to imputed income tax regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The village will use IRS Publication 15-B “Employers Tax Guide to Fringe Benefits,” Section 3, Fringe Benefit Valuation Rules, Commuting Rule in determining any tax liability and automatically update changes to the rate as made by the IRS. The rule establishes a \$1.50 per one-way commute value as the non-cash taxable fringe value. This value will be includable in the employee’s gross income and is subject to all federal withholding taxes. Employees who are assigned marked police, unmarked police vehicles or specialized vehicles carrying tools and meeting certain other eligibility criteria established by the IRS will not be subject to the commuting valuation rule.

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Village of Brockport Media Response and Submission Policy

Amended by Village Board 8/14/12

Policy Statement - The village board acts to ensure coordinated, coherent, professional, accurate, and reliable communication between the Village of Brockport and all media outlets. This policy is intended to sustain and reinforce a positive public image of the village by effectively disseminating timely, relevant, and interesting information.

General Standards – For the purpose of this policy, “statement” means spoken communication; “submission” means printed or electronic communication. Compliance with this policy requires observance of the following standards.

- § 1. Members of the village board are the official spokespersons of the village. Other village officials and employees shall not make official statements, whether unsolicited or in response to a media inquiry, except when authorized by the mayor or the village board, or to affirm or clarify facts that are part of the public record.
 - § 2. Only official spokespersons shall respond to media inquiries.
 - § 3. Official statements to the media, whether unsolicited or in response to an inquiry, shall accurately reflect the village’s position as described by official documents such as, but not limited to formal plans, adopted policies, and approved meeting minutes.
 - § 4. A village official or employee who wishes to make a personal statement regarding any village-related topic must clearly inform the media that he is making such statement as an individual, that his/her statement does not necessarily represent the position of the village, and that they are not authorized to speak for, or on behalf of the village at the time of the statement.
 - ~~§ 5. Any unsolicited submission to the media, such as a press release, must be approved by the village board or the mayor prior to its issuance. It shall include in its heading the date of such approval.~~
 - 5 § 6. Any direct quotation of a village official or employee in a statement or submission to the media must be verified by official record or acknowledged as accurate by the party quoted prior to issuance of such statement or submission.
 - 6 § 7. Communications regarding police department incidents issued by the police chief or his designee, editorials, legal notices, and advertisements are not subject to § 1.-6. of this policy.
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VILLAGE OF BROCKPORT
VILLAGE BOARD
MEETING PROCEDURES
Amended 7/24/12

changes per
7/9 work
session

INTENT: Every public body has an inherent right to regulate its own procedures. Legislative bodies need rules so that the will of the majority is expressed and the rights of the minority are protected.

Section 1. MEETINGS: The Board of Trustees for the Village of Brockport, New York shall hold regular meetings on the ~~second and fourth Tuesdays~~ of each month per the adopted schedule. Such meetings shall commence at 7:00pm and be conducted in the conference room of the Village Hall at 49 State Street, Brockport, New York. Any deviation of the foregoing paragraph shall be determined by the Board of Trustees.

The Village Clerk or a Deputy Clerk shall attend every regular meeting. The Village Attorney, Treasurer, and Department Heads shall attend the second regular meeting of the month (the ~~fourth Tuesday~~). *2nd Monday*

Section 2. SPECIAL MEETINGS: The Board of Trustees for the Village of Brockport, New York shall hold work sessions on the ~~first Tuesday~~ of each month per the adopted schedule.

Special meetings of the Board of Trustees are all those Board meetings other than regular meetings. A special meeting may be called by any member of said Board upon notice to the entire board and Village Clerk. Notice shall be given by telephone, in person, or in writing.

Section 3. QUORUM: A quorum shall be required to conduct business. A quorum of the (5) five member Board of Trustees shall be (3) three. In the absence of a quorum, a lesser number may adjourn and compel the attendance of absent members.

Section 4. EXECUTIVE SESSIONS: Executive sessions shall be held in accordance with the New York State Public Officers Law Section 105. All executive sessions shall be commenced in a public meeting.

Section 5. AGENDAS: The agenda shall be prepared by the Clerk at the direction of the Mayor. The Mayor or any Trustee may have an item placed on the agenda. Items for the agenda shall be given to the Clerk by noon the Wednesday preceding the ~~Tuesday~~ meeting. However, items may be placed on the agenda at any time, including during the meeting. The agenda shall be prepared by end of day ~~Monday~~ prior to the ~~Tuesday~~ meeting. (When possible, it will be prepared by end of day ~~Friday~~ prior to the ~~Tuesday~~ meeting.) If necessary, a supplemental agenda shall be distributed at the beginning of the meeting. *Monday*
Monday
Friday

Section 6. VOTING: Pursuant to Village Law, each member of the Board shall have one vote. The Mayor may vote on any matter but must vote in case of a tie. A majority of the totally authorized voting power is necessary to pass a matter unless otherwise specified by State Law. An abstention, silence or absence shall be considered a negative vote for the purpose of determining the final vote on a matter. A vote upon any question shall be taken verbally, and the names of the members present and their votes shall be entered in the minutes.

Once the Board has voted on a matter, the matter is closed and no member of the Board including the presiding officer may speak or comment on the matter.

When the presiding officer is out of order, he/she may be called out of order by any member of the Board.

Section 7. MINUTES: Minutes shall be taken by the Clerk. Minutes shall consist of a record or summary of all motions, proposals, resolution and any other matter formally voted upon and the vote thereon. Minutes shall be taken at executive session of any action that is taken by formal vote which shall consist of a record or summary of the final determination of such action, and the date and vote thereon, provided, however, that such summary need not include any matter which is not required to be made public by the New York State Freedom of Information Law. (See attachment)

MINUTES SHALL INCLUDE THE FOLLOWING:

- Name of the Board
- Date, place and time of the meeting
- Notation of presence or absence of Board members and time of arrival or departure if different from time of call to order and adjournment.
- Name and title of other Village officials and employees present.
- Names of attendees.
- Record of communications presented to the Board.
- Record of reports made by Board or other personnel.
- Time of adjournment.
- Signature of Clerk or person who took the minutes if not the Clerk.
- Minutes are not required to be a verbatim account of the meeting.
- The State's Open Meetings Law requires minutes to include an accurate and complete record or summary of all:
 - Motions
 - Proposals
 - Resolutions
 - Any other matter formally voted upon by the board as well as the actual vote of each member of the public body.

Minutes shall contain only a summary of the discussion leading to action taken but shall not include verbatim comments. Officials desiring that a verbatim statement be included must provide such statement electronically to the Village Clerk the day following the meeting.

Minutes shall be typed and available to the Village Board within 2 weeks as per law. Minutes shall be approved at the next Board meeting. Amendments to the minutes shall require Board approval.

Section 8. ORDER OF BUSINESS:

Call to order / Pledge to the Flag
Moment of Silence
Guests
Public comment
Public hearings
Public information meetings
Certificates & proclamations
Approval of minutes
Approval of bills to be paid

Clerk & Treasurer Reports
Department Reports
Personnel Items
Old business
New business
Village Board reports
Executive Session (if needed)
Adjournment

Meetings shall be conducted
in accordance with the
principles of Roberts Rules
of Order.

Section 9. GENERAL RULES OF PROCEDURE: The Mayor shall preside at the meeting. In the Mayor's absence, the Deputy Mayor shall preside. If the Mayor has not appointed a Deputy Mayor, she will rotate Trustees to run the meeting. The presiding officer may debate, move and take other action that may be taken by other members of the Board.

Board members shall not be required to rise but must be recognized by the presiding officer before making motions and speaking. A member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order. If a member, while speaking, were called to order, he shall be permitted to proceed.

There is no limit to the number of times a member may speak on a question.

Motions to close or limit debate may be entertained but shall require a ~~two-thirds~~ ^{three-fifths} vote.

A motion shall be discussed or acted upon only if any member of the totally authorized voting power – except the member that made such motion – seconds such motion.

Members of the Board, including the presiding officer, may only speak or comment on the current subject before the Board. Members of the Board including the presiding officer may not speak or comment on any subject that is not currently before the Board.

Section 10. GUIDELINES FOR PUBLIC COMMENT: The public shall be allowed to speak only during the public comment period of the meeting or at such time as recognized by the presiding officer.

Speakers must be visible.

Speakers must give their name, address and organization, if any.

Speakers must be recognized by the presiding officer.

Speakers must limit their remarks to (5) minutes on a given topic or extended if recognized by the presiding officer.

Board members may, with the permission of the Mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information.

All remarks shall be addressed to the Board as a body and not to any member thereof.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste.

Interested parties or their representatives may address the Board by written communications in the event of creating a hardship to attend the meeting personally.

Section 11. AUDITING: The approval of the Board to pay the bills upon audit must be done by motion. Bills shall be prepared by end of day Monday prior to the Tuesday meeting. (When possible, they will be prepared by end of day Friday prior to the Tuesday meeting.)

Section 12. ADJOURNMENT: The meeting shall be adjourned by motion.

Section 13. AMENDMENTS TO THE RULES OF PROCEDURE: The foregoing procedures may be amended from time to time by a majority vote of the Board.

ATTACHMENT TO Section 7.

OPEN MEETINGS LAW "SUNSHINE LAW"

Effective in New York State in 1977. Amendments that clarify and reaffirm the public's right to hear the deliberations of public bodies became effective on October 1, 1979.

A public body cannot close its doors to the public to discuss the subject of its choice, for the law specifies and limits the subject matter that may appropriately be discussed in executive session. The eight subjects that may be discussed behind closed doors include:

- (a) matters that will imperil the public safety if disclosed;
- (b) any matter which may disclose the identity of a law enforcement agency or informer;
- (c) information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- (d) discussions regarding proposed, pending or current litigation.
- (e) collective negotiations pursuant to Article 14 of the Civil Service Law, (the Taylor Law);
- (f) the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- (g) the preparation, grading or administration of examinations, and
- (h) the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

These are the only subjects that may be discussed behind closed doors; all other deliberations must be conducted during open meetings.

A public body can never vote to appropriate public monies during a closed session. Although a public body MAY vote during a properly convened executive session, any vote to appropriate public monies must be taken in public.

NOTE: If a vote is taken during a properly convened executive session, minutes of the executive session must be taken and included in the meeting minutes.

Village of Brockport Identity Theft Prevention Program Effective December 1, 2009

ok as is
per
2/9
work
session

I. PROGRAM ADOPTION

The Village of Brockport ("Village") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's ("FTC") Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with oversight and approval of the Village Board of Trustees. After consideration of the size and complexity of the Village's operations and account systems, and the nature and scope of the Village's activities, the Village Board of Trustees determined that this Program was appropriate for the Village, and therefore approved this Program on November 16, 2009.

II. DEFINITIONS AND PROGRAM

A. Red Flags Rule Definitions Used in this Program

"Identity Theft" is a "fraud committed or attempted using the identifying information of another person without authority."

A "Red Flag" is a "pattern, practice, or specific activity that indicates the possible existence of Identity Theft."

A "Covered Account" includes all utility accounts that are administered by the Village.

"Program Administrator" is the individual designated with primary responsibility for oversight of the program. (See Section VI below).

"Identifying information" is "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, computer's Internet Protocol address, or routing code.

B. Fulfilling Requirements of the Red Flags Rule

Under the Red Flags Rule, the Village is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically to reflect changes in risks to customers or to the safety and soundness of the customer from Identity Theft.

III. IDENTIFICATION OF RED FLAGS

In order to identify relevant Red Flags, the Village considers the types of accounts that it offers and maintains, methods it provides to open its accounts, methods it provides to access its accounts, and its previous experiences with Identity Theft. The Village identifies the following Red Flags in each of the listed categories:

A. Notifications and Warnings from Credit Reporting Agencies

Red Flags

1. Report of fraud accompanying a credit report;
2. Notice or report from a credit agency of a credit freeze on an applicant;
3. Notice or report from a credit agency of an active duty alert for an applicant;
4. Receipt of a notice of address discrepancy in response to a credit report request; and
5. Indication from a credit report of activity that is inconsistent with an applicant's usual pattern or activity.

B. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic;
2. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
3. Other document with information that is not consistent with existing customer information; and
4. Application for service that appears to have been altered or forged.

C. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
2. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on an enrollment application);
3. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
5. Social security number presented that is the same as one given by another customer;
6. An address or phone number presented that is the same as that of another person;
7. A person fails to provide complete personal identifying information on an application when reminded to do so; and
8. A person's identifying information is not consistent with the information that is on file for the customer.

D. Suspicious Covered Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the customer's name;
2. Payments stop on an otherwise consistently up-to-date account;
3. Account used in a way that is not consistent with prior use;
4. Mail sent to the customer is repeatedly returned as undeliverable;
5. Notice to the Village that a customer is not receiving mail sent by the Village;
6. Notice to the Village that an account has unauthorized activity;
7. Breach in the Village's computer system security; and
8. Unauthorized access to or use of customer account information.

E. Alerts from Others

Red Flag

1. Notice to the Village from a customer, Identity Theft victim, law enforcement or other person that the Village has opened or is maintaining a fraudulent account for a person engaged in Identity Theft. 5

IV. DETECTING RED FLAGS

A. Customer Enrollment

In order to detect any of the Red Flags identified above associated with the enrollment of a customer, Village personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect:

1. Require certain identifying information such as name, date of birth, home address or other identification; and
2. Verify the customer's identity at time of enrollment (review of driver's license or other government-issued photo identification).

B. Existing Accounts

In order to detect any of the Red Flags identified above for an existing Covered Account, Village personnel will take the following steps to monitor transactions on an account:

Detect:

1. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
2. Verify the validity of requests to change billing addresses by mail or email and provide the customer a reasonable means of promptly reporting incorrect billing address changes; and
3. Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event Village personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate

1. Continue to monitor a Covered Account for evidence of Identity Theft;
2. Contact the customer or applicant (for which a credit report was run);
3. Change any passwords or other security devices that permit access to Covered Accounts;
4. Not open a new Covered Account;
5. Provide the customer with a new customer identification number;
6. Notify the Program Administrator for determination of the appropriate step(s) to take;
7. Notify law enforcement;
8. File or assist in filing a Suspicious Activities Report ("SAR"); or
9. Determine that no response is warranted under the particular circumstances.

Protect Customer Identifying Information

In order to further prevent the likelihood of Identity Theft occurring with respect to Covered Accounts, the Village will take the following steps with respect to its internal operating procedures to protect customer identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure;

2. Ensure complete and secure destruction of paper documents and computer files containing customer account information when a decision has been made to no longer maintain such information;
3. Ensure that office computers with access to Covered Account information are password protected;
4. Avoid use of social security numbers
5. Ensure computer virus protection is up to date; and
6. Require and keep only the kinds of customer information that are necessary for Village purposes.

VI. PROGRAM ADMINISTRATION

A. Oversight

Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee ("Committee") for the Village. The Committee is headed by a Program Administrator who may be the Mayor of the Village or his or her appointee. Two or more other individuals appointed by the Mayor of the Village or the Program Administrator comprise the remainder of the committee membership. The Program Administrator will be responsible for ensuring appropriate training of Village staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

B. Staff Training and Reports

Village staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. Village staff shall be trained, as necessary, to effectively implement the Program. Village employees are expected to notify the Program Administrator once they become aware of an incident of Identity Theft or of the Village's failure to comply with this Program. At least annually or as otherwise requested by the Program Administrator, Village staff responsible for development, implementation, and administration of the Program shall report to the Program Administrator on compliance with this Program. The report should address such issues as effectiveness of the policies and procedures in addressing the risk of identity theft in connection with the opening and maintenance of Covered Accounts, service provider arrangements, significant incidents involving identity theft and management's response, and recommendations for changes to the Program.

C. Service Provider Arrangements

In the event the Village engages a service provider to perform an activity in connection with one or more Covered Accounts, the Village will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of Identity Theft.

1. Require, by contract, that service providers have such policies and procedures in place; and
2. Require, by contract, that service providers review the Village's Program and report any Red Flags to the Program Administrator or the Village employee with primary oversight of the service provider relationship.

D. Non-disclosure of Specific Practices

For the effectiveness of this Identity Theft Prevention Program, knowledge about specific Red Flag identification, detection, mitigation and prevention practices may need to be limited to the Committee who developed this Program and to those employees with a need to know them. Any documents that may have been produced or are produced in order to develop or implement this program that list or describe such specific practices and the information those documents contain are considered "confidential" and should not be shared with other Village employees or the public. The Program Administrator shall inform the Committee and those employees with a need to know the information of those documents or specific practices which should be maintained in a confidential manner.

E. Program Updates

The Committee will periodically review and update this Program to reflect changes in risks to customers and the soundness of the Village from Identity Theft. In doing so, the Committee will consider the Village's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the Village's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Committee will update the Program.

2 changes per
7/9 work
session

**Village of Brockport
Selection Process of Members to Boards and Committees
Amended by Village Board 7/24/12**

The Village of Brockport has a strong tradition of volunteerism. Residents are encouraged to serve on citizen boards and committees dealing with day-to-day issues. Their participation in Village government-- in the decision-making process—fulfills a public service role that enhances the quality of life in the Village and the surrounding communities.

BOARDS AND COMMITTEES

The members of our boards by statute, standing boards/committees, task force committee(s), and open roster committees act in an advisory capacity to the Village Board when creating ordinances, policies and procedures, and some act independently to relieve the Village Board of various administrative functions. When applicable, the Village Law takes precedence over this Village Board resolution. The purpose of this resolution is to clarify the selection process and identify those boards/committees that are bound by its usage.

The Brockport Village Board of Trustees (BOT) shall conform to the rules governing protocol and procedures pursuant to Village Law of the State of New York, Article 3, Officers and Elections, and Article 4, Powers, Duties, and Compensation of officers in appointments of citizens to boards/committees.

DEFINITIONS

“Advisor” means a non-paid member of a board/committee who has no voting power and may or may not be a resident of the Village of Brockport.

“Appointment” means the Mayor submits an individual’s name to fill a vacancy on a board/committee to the Village Board for their action of approval or denial. Only in the case of the Board of Ethics membership, one or more of the Board of Trustees shall submit a candidate’s name for the BOT’s consideration.

“Board/Committee” means Boards/Committees by Statute, Standing, Task Force, Open Roster, and any other boards/committees, subcommittee(s) or similar entity established or adopted by the Village Board, that may or may not have stipulated terms.

“Board of Trustees” (BOT) means the Village of Brockport’s Mayor and Village Board members who are elected.

“Boards by State Statute/Village Law mean that the boards and committees such as the Planning Board and the Zoning Board of Appeals (ZBA) have been granted the power to act independently of the Village Board in most instances, but on occasion serve in an advisory capacity to it. Members receive some compensation for their attendance/services.

“Committee Chair” means the chair/leader of a By-Statute, Standing, Task Force, Open Roster, Board or Committee.

“Mayor” means the Chief Executive Officer of the Village of Brockport who shall put forward the name(s) of citizen volunteers to fill vacancies and unexpired terms on boards/committees. The

Board of Trustees shall approve or disapprove these potential candidates at a regular scheduled open meeting.

"Member" means a duly appointed person of a board or committee, including the Chair.

"Open Roster Committee" means that membership, residence, and terms may vary.

"Standing Board/Committee" means that members to said standing boards/ committees have a term of office, a stipulated number of years, and are residents of the Village of Brockport.

"Task Force Committee" means a committee formed—appointees brought forth by the Mayor and approved by the Village Board—with a stipulated number of Village members, who are charged with specific duties. When the committee has completed its work and submitted its final report, it dissolves automatically, unless otherwise directed by the Village Board.

"Term" means a stipulated duration of an appointment to a particular office, board, or committee.

APPLICATION PROCESS

1. The Village Clerk shall advertise the vacancies on the By Statute, Standing, Task Force, and Open Roster (if applicable) Boards or Committees in the newspaper designated by the Village as the official newspaper and on the Village of Brockport website.
2. An applicant position interest form and a board/committee description sheet shall be available in the Village Hall office and on the Village of Brockport website, <http://www.brockportny.org>.
3. Information shall be available regarding the specific committee/board that has a vacancy (Chair's name/contact number), web information, etc.
4. A citizen who expresses an interest in serving on a board/committee shall be made aware of the meeting schedule and essentials before applying.
5. Applicants shall be encouraged to attend a board/committee meeting as a way to familiarize themselves with member responsibilities and if their interests and skills are well suited to serve.
6. Applications shall be completed and submitted to the Village Clerk no later than the advertised filing date.
7. Upon receipt of an application, the Village Clerk shall retain the original and distribute a copy of each application to the Board of Trustees.
8. All applications shall remain on file for a period of six months from the date received. Applicants who are still available may be considered should vacancies for a particular board/committee occur during that time.

SELECTION PROCESS

1. The Mayor shall put forth the name of citizen volunteer(s) to fill vacancies and unexpired terms on boards/committees prior the vote on the candidate(s) membership

to said board/ committee at a Village Board meeting. Exception: membership selection for the Ethics Committee is made by the Board of Trustees.

2. The Mayor can ask for input from Village Board members and/or committee/board chairs prior his decision to put a name forth, especially if the candidate is unknown. If still unknown or if there is more than one candidate, the Village Clerk shall set up an appointment for the applicant(s) with the chair of said board/committee for an informational meeting to discuss membership responsibilities and requirements. Their comments/recommendations shall be forwarded to the Mayor.
3. If a candidate's name is submitted by the Mayor to the Village Board for approval, the number of years of the unexpired term or vacancy shall be served by the new member. If there is more than one vacancy, the Mayor submits the candidates' names to be approved by the Village Board. Once approved, the chair of said board/committee shall determine the entry year for each new board/committee member based on his/her merits (the more expertise, the longer the term, etc.). Those boards/committees that do not have set terms need not comply.
4. Following the approval for membership to a board or committee by the Board of Trustees, the Mayor shall notify the candidate(s) in writing of the decision. The correspondence shall include dates of term, oath of office information, a current membership list of said board/committee, and a copy of the Village's code of ethics.
5. If a candidate is not approved for membership to a board/committee by the Board of Trustees, the Mayor shall send a letter of regret. That candidate's position interest form shall be kept on file for 6 months. The application/selection process would begin anew.
6. When setting up a Task Force (see Definitions), The Board of Trustees shall establish the general parameters of said Task Force. The mission, responsibilities, format, description of project, and the number participants/stakeholders, etc. shall be discussed and determined by the BOT prior to advertising for volunteers to serve on said Task Force. There is no specific term for members. The Mayor shall submit names for the BOT's approval.

REQUIREMENTS FOR MEMBERSHIP

1. In the case the appointee has not filled out an interest form, he/she should do so to be on file with the Village Clerk.
2. Appointees on all boards/committees shall reside within the Village of Brockport unless otherwise noted (see Definitions, Page 1). Non-residents shall serve as advisors without voting rights.
3. Board/committee members shall agree to comply with all Village laws, regulations, voting rights, including ethics requirements and any conflicts of interest statutes.
4. Each member is expected to contribute to the board or committee he/she serves on the basis of individual expertise and good judgment.
5. The appointee shall be familiar with the responsibilities, meeting schedule, essentials of said position on specific Board/Committee, and meet with chair prior attending formal meeting for pertinent information, including this resolution and the Village's ethics code.

6. A member's request for a leave of absence must be discussed with the chair for approval or denial of said board/committee prior to departure (length of leave, reason, etc.).
7. If a member is absent without cause for three consecutive regular or special meetings without communication and/or prior authorization, the chairperson of a board/committee shall inquire as to the member's intent to serve. If a member chooses no longer to serve, he/she shall send a letter to inform the Village Clerk, who will forward it to the Village Board for action. If unexcused absences continue without communication to said board/committee chair, the board/committee chair may notify the Mayor as to the member's lack of attendance. If further action is warranted, the Mayor may recommend to the Board of Trustees to terminate membership. A written notice from the Mayor will constitute authorization for this purpose. The Mayor shall appoint another member to the vacancy. Note: Individual boards or committees may determine the procedure of keeping an attendance record.
8. The Village Clerk shall send a communication annually (April) to board and committee members whose terms are to expire at the end of the fiscal year and inquires if the member wishes to be considered for re-appointment by the Board of Trustees. If not, the Board of Trustees shall accept a letter of resignation.
9. Resignations of board/committee members shall be distributed by Village Clerk to the Mayor and the Village Board for acceptance.

TERMS OF OFFICE

1. Under Village Law 3-308, Separate boards of commissioners, any board established shall be composed of not less than three (3) members... and no term shall exceed five (5) years.
2. The length of terms of office shall be determined by NYS statute and the Village Board of Trustees, and be applicable to the Boards by Statute, and Standing Boards/Committees. The terms (e.g. 5-year term has been established) shall be staggered, and the initial terms of said members shall be as follows:
 - One member for a one-year term
 - One member for a two-year term
 - One member for a three-year term
 - One member for a four-year term
 - One member for a five-year term
3. Vacancies shall be filled by the Mayor for the remainder of the unexpired term of the vacant board/committee position.

OATH OF OFFICE

The members of the Planning Board, Zoning Board of Appeals, and Standing Boards/Committees (those that have terms assigned) shall be sworn in by the Village Clerk within 30 days of the appointment/re-appointment prior to serving. The Village Clerk shall

communicate with new member(s) to set up a mutually agreeable time for them to take the oath of office.

EFFECT

The Village of Brockport Boards by Statute and Standing Boards/Committees shall abide by this resolution in whole. All committee applicants need Village Board approval and shall receive orientation from the specific board/committee chairs regarding the committee's purpose, member responsibilities, and a copy of this resolution, and the Village's ethics code.

VILLAGE OF BROCKPORT BOARDS AND COMMITTEES

Types

- Boards by Statute
- Standing Board/Committee
- Task Force Committee
- Open Roster Committee

<u>Name</u>	<u>Terms</u>	<u>Members</u>
<u>Boards by Statute (State & Village law)</u>		
Planning Board	5-year	5
Zoning Board of Appeals	5-year	5
<u>Standing Boards/Committees</u>		
Code Review Committee	5-year	7 + BZ officer
Emily Knapp Museum & Library of Local History Committee	None set	unlimited
Board of Ethics Attorney	4-year	4 + Village
Historic Preservation Board	3-year	9
Parks Committee	4-year	9
Seymour Library Board	5-year (limit 2 terms)	3
Tree Board	4-year	7 & advisor (s)
<u>Task Force Committee (s)</u>		
Housing Committee	None	5 + Trustee & BZ officer
<u>Open Roster Boards/Committees</u>		
Walk! Bike! Brockport Action Group	None	Unlimited
Welcome Center/Canalfront Management Cmte	None	6
Welcome Center Canalfront Greeters	None	Unlimited

delete



COPY

MAYOR
BOT
DH'S _____
OTHER ~~TRUSTEE~~
seeds update

VILLAGE OF BROCKPORT

COMPREHENSIVE FINANCIAL MANAGEMENT POLICY
(General Municipal Law 539)
(Annual Organizational Meeting Policy Readoption)

Resolution Offered By: Trustee Muesebeck Date: July 7, 1997

Seconded By: Trustee DeToy

Vote: Ayes 5 Nays 0 Board Minutes Page: 86

INVESTMENT POLICY

1. INVESTMENT POLICY PURPOSE:

The Board of Trustees desires to provide the finest services possible to its residents, compatible with the least cost to its taxpayers. To achieve this goal all sources of revenue, other than taxes, must be enhanced. Interest earnings offer a large potential alternative source of revenue.

The Board of Trustees desires that excess Village monies, not needed for immediate payment of bills, be temporarily invested to earn a safe return as provided for within the Village Law, General Municipal Law, Local Finance Law and Banking Law. The priorities for so investing Village monies shall be (in order of priority):

- 1.1 SAFETY -- Funds must not be lost to the Village.
- 1.2 LIQUIDITY -- Appropriate amounts must be available for each payroll, debt service, and abstract date. No investment should mature later than the date the invested funds are anticipated to be needed and in no case, more than two years from date of purchase.
- 1.3 YIELD -- The highest market interest rate available (other conditions being equal) is to be solicited.

2. PRUDENCE:

All participants in the investment process shall act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Village's ability to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs; not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

3. **DIVERSIFICATION:**

The policy of the Board of Trustees is to reduce risk by diversifying deposits and investments by: (1) bank or trust company, (2) investment instrument, and (3) date of investment maturity.

4. **DELEGATION OF AUTHORITY FOR INVESTING VILLAGE MONEY AND SIGNING CUSTODIAL/SECURITY AGREEMENTS:**

The Board of Trustees hereby specifically delegates the authority to sign the written security and/or custodial agreements with the designated banks and to make the day-to-day investment decisions within the guidelines and limitations of this policy resolution to the incumbent in the position title of:

4.1 Clerk-Treasurer, and/or

4.2 Mayor.

The above officers and administrators are hereby authorized to utilize the advisory services of municipal consulting firms in planning the timing, amount, maturity, bidding, placement, and reporting on any investments made hereunder.

5. **AUTHORIZED COMMERCIAL BANKS OR TRUST COMPANIES:**

The Board of Trustees authorizes the use, of the following commercial banks or trust companies (not savings banks or associations), located and authorized to do business in New York State, for placing investments and *specifically prohibits using private brokerage or investment firms*. Diversification of depositories increases the safety and total FDIC coverage of District monies. Consequently, to the extent practical, more than one bank or trust company will be utilized. The Village must enter into a written Security Agreement and/or Custodial Agreement with each. (General Municipal Law §10 & §11, Local Finance Law §165.00 (b), Banking Law §107-a).

Village of BROCKPORT

Financial Management Policy

(Specify at least three:)

	<u>Name</u>	<u>Maximum Deposit</u>	<u>Most Recent Agreement Date</u>	
			<u>Security</u>	<u>Custodial</u>
5.1	<u>Chase</u>	<u>\$ Unlimited</u>	<u>9/08/99</u>	<u>9/08/99</u>
5.2	<u>Marine Midland</u>	<u>\$ None set</u>	<u>7/06/94</u>	<u>7/06/94</u>
5.3	<u>Fleet</u>	<u>\$ None set</u>	<u>8/05/96</u>	<u>8/05/96</u>
5.4	<u>M&T</u>	<u>\$ None set</u>	<u>2/03/97</u>	<u>2/03/97</u>
5.5	<u>Onbank</u>	<u>\$ None set</u>	<u>2/03/97</u>	<u>2/03/97</u>
5.6	And any other commercial banks or trust companies meeting the above requirements when bidding conditions warrant.			

6. AUTHORIZED INVESTMENT INSTRUMENTS:

The Board of Trustees authorizes the following types of investment instruments for investing Village monies with commercial banks or trust companies authorized to do business in New York State:

- 6.1 Savings Accounts.
- 6.2 N.O.W. Accounts.
- 6.3 Money Market Deposit Accounts.
- 6.4 Super N.O.W. Accounts.
- 6.5 7 to 31-Day Accounts.
- 6.6 Certificates of Deposit.
- 6.7 Repurchase Agreements.
- 6.8 U.S. Treasury Bonds, Bills, Notes.
- 6.9 Other investment instruments as may be approved by the Office of the State Comptroller from time to time.

7. FDIC INSURANCE AND OVERAGE COLLATERALIZATION:

The primary objectives of this policy are to enhance the safety and availability of any Village monies invested. These objectives are partially met by FDIC insurance covering the first \$100,000 of Village checking account deposits and an additional \$100,000 for time or savings account deposits with any one specific commercial bank or trust company. (12 Code Federal Regulations 330.8)

Any amounts exceeding the FDIC insurance limit, as presently set or subsequently revised, are to be insured to the Village by requiring an allocation and pledging of appropriate collateral by the bank or trust company winning the bid for the investment. All investments must be bid specifying "with collateral". Written custodial and/or security agreements must be entered into with each bank or trust company (General Municipal Law, §10 & §11, Banking Law §107-a) which require the custodial bank or trust company to keep the securities they purchased as collateral for the Village separate and apart from the institution's own general assets. Banking Law requires the bank or trust company to comply in completing the written agreements.

8. SECURITY AGREEMENT:

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. The security agreement shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the Village to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the Village, such securities shall be delivered in a form suitable for transfer or with an "assignment in blank" to the Village or its custodial bank.

The security agreement and the custodial agreement may be combined in a single document pursuant to Section 10,3,a of the General Municipal Law.

9. CUSTODIAL AGREEMENT:

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be co-mingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the Village a perfected interest in the securities.

10. COLLATERAL:

Village deposits and investments may be secured either by obligations or securities or, in whole or in part, by a surety bond or irrevocable letter of credit.

Surety bonds must be issued by an insurance company authorized to do business in this State, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized rating organizations. The surety bond must be equal to 100% of the aggregate amount of deposits and the agreed upon interest.

Eligible letters of credit will be those issued by a bank or trust company (other than the bank or trust company with which the investment is placed) with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest that either:

- 10.1 has commercial paper or other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company has commercial paper and other unsecured short-term debt obligations) rated in one of the three highest rating categories by at least one nationally recognized rating organization; or
- 10.2 is in compliance with applicable minimum federal risk based capital requirements.

11. ELIGIBLE SECURITIES FOR COLLATERAL PURPOSES:

The current market value of collateral utilized must equal or exceed the value of the collateralized deposits. The currently permitted collateral may be subsequently supplemented by new instruments when approved by the Office of the State Comptroller. Permissible collateral includes (General Municipal Law §11, 31CFR,203.15):

- 11.1 United States obligations.
- 11.2 Obligations of United States agencies, subdivisions, or departments, where payment of principal and interest is guaranteed or insured by the United States.
- 11.3 Obligations of New York State.
- 11.4 Obligations of New York municipal corporations, school districts, or district corporations of the State of New York
- 11.5 Obligations issued or guaranteed by United States agencies or government sponsored corporations.
- 11.6 Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank and the African Development Bank.

All investment obligations shall be payable or redeemable at the option of the Village within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided; and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the Village within two years of the date of purchase.

12. TRANSFER OF FUNDS:

The Board of Trustees specifically authorizes the designated officials the authority to use electronic transfer of funds, among the approved banking institutions, to assist in obtaining "federal funds" enhanced interest rates. Each such transfer shall be specifically identified in the original journal entry as a "wire transfer" and subsequently supported by the bank statement or confirmation notice to provide an audit trail.

13. SAFEKEEPING:

The Board of Trustees specifically authorizes the designated officials the authority to turn over the physical custody of Certificates of Deposit and other evidences of investments for "safekeeping" possession to the bank, as provided in General Municipal Law §11(3), to facilitate access to funds at maturity and to eliminate having bearer certificates in the Village offices.

14. CO-MINGLING OF FUNDS:

The co-mingling of various funds into a single common investment is specifically authorized provided that the separate identity of each fund is maintained and the proportionate share of interest is allocated to each upon maturity of the investment. (General Municipal Law §10 & §11).

15. WRITTEN REPORTS:

All investments shall be documented in written reports to the Mayor, for subsequent presentation to the Board of Trustees outlining the details of each investment including: the amount, dated and maturity dates, interest rate and the unsuccessful quotes received thereon. When investments are placed these reports should be presented no less than monthly (General Municipal Law §10).

Village of BROCKPORT

Financial Management Policy

BORROWING POLICY**1. BORROWING PURPOSES AND DEBT INSTRUMENTS:**

- 1.1 The Local Finance Law authorizes OPERATING BORROWINGS to cover cash-flow shortfalls including: Revenue Anticipation Notes, Tax Anticipation Notes, or Budget Notes. These types of borrowings must be authorized by the Board of Trustees through the adoption of a formal Borrowing Resolution.
- 1.2 CAPITAL BORROWINGS may include Bond Anticipation Notes, Statutory Installment Bonds, and Serial Bonds. These borrowings are only authorized for items for which a Period of Probable Usefulness has been established by the New York Legislature through Section 11.00 of the Local Finance Law. These borrowings, generally, may only be undertaken after a positive public majority vote at the Annual or special election. The Board of Trustees must formalize the authority for the indebtedness by adopting a legally complete formal BOND RESOLUTION prior to any borrowing. The text of the Bond Resolution, vote and legal notices should be prepared by a recognized bond counsel. The Board of Trustees hereby delegates its authority to set the terms and conditions of any borrowing to the Clerk/Treasurer, as Chief Fiscal Officer of the Village.

2. BORROWING PROCEDURES:

The Clerk/Treasurer, assisted by his staff and the District Financial Consultant, shall make recommendations to the Board of Trustees on the timing, bidding, terms and conditions of, placement and reporting on any borrowings. Operating borrowing recommendations shall be supported by a monthly cash flow estimate covering the time thereof and establishing the amount of such borrowing. The Clerk/Treasurer is authorized to solicit and use the services of a Financial Consultant and Bond Counsel in planning and completing any borrowing to optimize the number of potential quotes and obtain lower market interest rates.

3. WRITTEN REPORTS:

All borrowings shall be documented in written reports outlining the details of each borrowing and the interest rate quotes received thereon. The written report shall first be presented to the Mayor who shall report thereon at the next regularly scheduled Board Meeting.

Village of BROCKPORT

Financial Management Policy

4. LEGAL OPINION:

The use of a recognized "Red Book" Bond Counsel is hereby approved to draft the legal notices, resolutions, borrowing instruments, and render his approving Legal Opinion on the legality and tax status of the debt instrument.

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lrm/nlt